VOL. XXXVII., No. 41.

The Solicitors' Journal and Reporter.

LONDON, AUGUST 12, 1893.

Contents.

Cases Reported this Week.

In the Solicitors' Journal.

In the Weekly Reporter.

CURRENT TOPICS.

A MEETING of the London Committee for organizing in London, Surrey and Middlesex the opposition to the Land Transfer Bill was held on Thursday last, when it is understood that full and complete arrangements were made for the conduct of the campaign in the metropolitan districts. The Land Transfer Committee of the Incorporated Law Society was also to meet on Friday to make similar arrangements with regard to the rest of the country by the agency of the various provincial law societies. It is now considered possible that the Bill may be introduced in the House of Commons before the adjournment of the present session.

THE LONG VACATION practically commenced, as far as the courts were concerned, on Friday, the 11th inst. On Thursday Court of Appeal No. 2 rose for the vacation, and it appeared probable that none of the chancery courts would sit on Saturday; and in the Queen's Bench Division there will be very little, if any, work in the courts on the latter day.

APPARENTLY the judges of the Chancery Division are satisfied with the result of the plan adopted during the Trinity Sittings with reference to the hearing of witness actions. Already it is announced that a similar plan will be adopted in the Michaelmas Sittings. Mr. Justice STIRLING, Mr. Justice KEKEWICH, and Mr. Justice CHITTY will each, in the above order, devote a fortnight, with the exception of Mondays, to the hearing of witness actions from his own list.

ON WEDNESDAY last Mr. Justice NORTH had an application before him for the appointment of a receiver in a foreclosure action, and, as the mortgagor was in possession, it was further asked that the mortgagor should, instead of attorning tenant to the receiver, be ordered to deliver to the receiver possession of the property. At first the learned judge doubted whether such an order had ever been made, but, on being referred to the case of *Hawkes* v. *Holland* (W. N., 1881, p. 128), where it is stated by the Court of Appeal to be the "settled practice," he decided to follow that case.

WE PRINT elsewhere an Order in Council which rearranges the times of holding the assizes in accordance with a resolution of the judges passed at their meeting on the 21st of June. As was already known, the proposal contained in the resolutions of the Council of Judges of last year for abandoning the civil business at certain towns and concentrating it at the more important places on each circuit has been given up, but the notion of dividing the long summer and winter circuits into two parts, so as to prevent the absence from London at the same time of practically the whole of the judges of the Queen's Bench Division, has been to a certain extent carried out. This is done by lengthening the period during which the assizes will be held, making them begin at first only for some of the circuits. Thus the winter assizes will begin on the 11th of January for the South-Eastern, the Welsh, the Home, and the Western circuits, five judges leaving town for the purpose. This number of judges will be increased to seven on the 30th of January when the assizes commence in the Midland and Oxford circuits, and to eight when the Northern circuit comes in on the 10th of February. But a week later it is intended that the earlier circuits shall have ended, and then the Midland, Oxford, Northern, and North-Eastern circuits will require six or seven judges until the end of the assizes on the 28th of March. The same plan is adopted with regard to the summer assizes, which will last altogether from the 29th of May to the 12th of August, but will finish for the earlier circuits about the 4th of July. The result is that during these long assizes some half of the judges will be away on circuit and the other half available for work in London. The spring criminal assizes for Manchester, Liverpool, and Leeds are abolished, but civil business will be taken at these places, and also at Swansea, during the autumn criminal assizes. These begin for the Northern, Western, Welsh, and South-Eastern circuits on the 25th of October, the other circuits being taken later, but all are intended to be over by the 21st of December. In the course of these assizes from four to six judges will be away from London.

THE CORRESPONDENCE between the Bar Committee and the Lord Chancellor, which we print elsewhere, on the absence on

circuit of the Winding-up Judge, develops in detail a grievance to which we have already drawn attention. The sittings during circuit for winding-up business have not only been held at irregular and uncertain intervals, but the hours and days fixed for them have often been exceedingly inconvenient to practitioners. They have frequently been fixed for Saturday, and the hours have on most occasions exceeded those of the sittings of the ordinary courts, and in one memorable instance the sitting was extended till nearly seven o'clock on Saturday evening. Moreover, when the judge is on circuit no urgent applications in winding-up matters can be made to him, and a large amount of responsible work, which ought to be disposed of by the judge, is thrown upon the registrar. The cases dealt with by the Winding-up Judge are generally urgent and important, and it is in the highest degree desirable that he should be always accessible, and should be able to deal with them promptly and free from the stress of long journeys and prolonged sittings. It is to be regretted that the Lord Chancellor has not seen his way to acceding to the wishes of the Bar Committee; he can only offer the suggestion that arrangements should be made for another judge always to take the business in the judge's absence on circuit. But continuity of decision is hardly less important than promptness of decision; and it would be extremely inconvenient to have a judge assigned to deal with winding-up business during the absence on circuit of VAUGHAN WILLIAMS, J., who was unfamiliar with winding-up practice, or with the previous proceedings in the various matters. It seems clear that, sooner or later, the Winding-up Judge will have to be made a fixture in town, and we see no reason why this should not be done at once.

THE SELECTION of the proper tribunal in which to commence proceedings is certainly one of the most important questions which a plaintiff has to consider. For, on the one hand, if he sues in the High Court, when he might have proceeded in the county court, he may, though successful, be deprived of his costs, while, on the other hand, if he has recourse to the county court when it has no jurisdiction his case will be struck out and he himself mulcted in the costs. Unfortunately, however, it is not always easy to determine which is the right court to seek redress in. This is well exemplified by the recent case of *The Mersey Docks and Harbour Board* v. *Turner*, which was decided by the House of Lords on the 4th inst. There the late President of the Admiralty Court held that an action to recover less than £300 for injury occasioned to a ship, by its colliding with a dock wall, was within the Admiralty jurisdiction of the county courts, and that, therefore, a successful plaintiff in such an action must be deprived of his costs if he chooses to launch it in the Admiralty Division. This decision was, however, reversed by the Court of Appeal (FRY, L.J., dissenting), upon the ground that the cause of action was within the ordinary jurisdiction of a common law court, and not within that of an Admiralty Court. The House of Lords have now restored the original decision of Sir CHARLES BUTT, holding that an injury to a ship caused by its coming into contact with a *fixed object* is the subject of admiralty jurisdiction equally with a case of collision between two ships. This view derives support from the judgment of Dr. LUSHINGTON in *The Sarah* (Lushington, 549), which, however, is somewhat difficult to reconcile with previous opinions expressed by him. As Lord HERSCHELL stated, the question involved, in the case under consideration, is by no means free from difficulty and doubt. It is, therefore, satisfactory to know that it has now at length been finally determined.

THE JUDGMENT of the Court of Appeal in *Bernstein* v. *Bernstein* has decided two important points in the law of divorce—viz., (1) that there can be legal "condonation" by a husband of his wife's adultery with a particular man, even though, at the time when he forgives her, he is ignorant of other adulteries which she has committed with other men, and that that condonation is a bar to his obtaining a divorce on the ground of his wife's adultery with the man as to whom he has forgiven her; (2) that condonation is also a bar to the right of the husband to recover damages against the man the adultery with whom has been condoned. The first point is probably important mainly because of its bearing upon the second, inasmuch as, notwithstanding the condonation of the wife's adultery with A., it will be open to the husband to obtain a divorce on the ground of her adultery with any other man, upon his discovering and proving that it has been committed. The decision of the second point depended mainly upon the construction of section 33 of the Divorce Act of 1857, and if the decision is correct, it shews that a great alteration has been made in the law by that Act. The court appear to have had some difficulty in arriving at the construction which they ultimately adopted. Under the old law, before the Act, condonation of a wife's adultery was not a defence to an action of *crim. con.* by the husband against the adulterer, though it was available in mitigation of damages. By section 59 of the Act the action of *crim. con.* was abolished, but, at the same time, by section 33, a right was given to the husband to claim damages against the adulterer in a petition for dissolution of the marriage, or in a petition limited to damages only. The petition in either case is to be served on the alleged adulterer and on the wife, "and the claim made by every such petition *shall be heard and tried on the same principles, in the same manner, and subject to the same or the like rules and regulations as actions for criminal conversation are now tried and decided in courts of common law*, and all the enactments herein contained with reference to the hearing and decision of petitions to the court shall, so far as may be necessary, be deemed applicable to the hearing and decision of petitions presented under this enactment." In the case of a petition by which no damages are claimed, section 30 provides that, in case (*inter alia*) the petitioner has condoned the adultery complained of, the court shall dismiss the petition. In coming to the conclusion that the claim for damages is ancillary to, and falls with, the petition for divorce, the court were apparently influenced mainly by the latter part of section 33, and by section 30, and we venture to doubt whether they gave sufficient weight to those prior words of section 33 which we have above placed in italics. Independently of any statutory enactment, it does not seem to us unreasonable that an injured husband, who has forgiven his wife, should still be able to recover damages from the adulterer for the wrong, and this was the view taken by the late Sir C. BUTT in *Pomero* v. *Pomero* (10 P. D. 174). The Court of Appeal overruled that case and adopted the contrary decision of Sir J. HANNEN in *Story* v. *Story* (12 P. D. 196). We understand that the case will probably be taken to the House of Lords.

IT IS frequently necessary to determine what effect a recital has in controlling the operative part of a deed, but perhaps the case of *Kehoe* v. *Marquis of Lansdowne* is the first in which there has been no operative part to the instrument at all, but its construction has had to be determined solely from the recital. This was to the effect that the Marquis of LANSDOWNE desired to provide a suitable residence and holding for the Roman Catholic clergyman officiating on his estate at Luggacurren, Queen's County, and for that purpose to let to the then Roman Catholic Bishop of Kildare and his successors in trust certain specified lands at a yearly rent of £15 7s., to hold as long as there should be stationed on the demised premises an officiating Roman Catholic clergyman at the chapel of Luggacurren duly appointed by the bishop and his successors. It was further recited that leases were to be perfected with the usual covenants, and there the deed, which was dated the 1st of May, 1839, stopped. The curates at Luggacurren entered under it and duly paid the rent, and no question as to the terms of their holding arose until, in the course of certain evictions carried out by the Marquis of LANSDOWNE in 1887, they used the demised lands for the purpose of affording shelter to the evicted tenants, allowing to be built for their accommodation a number of wooden huts. Thereupon the marquis contended that this was not a use of the land authorized by the agreement, and he sought to restrain the continuance of the huts upon the land. From the recital it is of course easy to collect an agreement to let the land, but at the same time it is necessary to have regard to the objects clearly indicated in it. These contemplated the use of the land by the clergyman for the time being for his own purposes as resident

upon it, and even if the sheltering of evicted tenants could be regarded as such a use, yet it might interfere with the transfer of the enjoyment of the land to his successor, or, in the event of a clergyman ceasing to be stationed at the place, with the reverter of the land to the lessor. Hence the House of Lords, affirming the decisions of the Irish courts, held that the erection of the huts was in contravention of the agreement, and granted the injunction asked for.

It seems strange that any doubt should have been felt as to the meaning of the provision of section 22 of the Wills Act of 1837, that "No will or codicil, or any part thereof, which shall be in any manner revoked, shall be revived otherwise than by the re-execution thereof, or by a codicil executed in manner hereinbefore required, and shewing an intention to revive the same." Yet in *Re the Goods of Hodgkinson* Barnes, J., held, in effect, that this section does not mean what it says. Under the old law, before the Wills Act, the revocation of a will, which had itself revoked a prior will, had the effect of reviving the first will. In *Re Hodgkinson* a testator made a will giving all his property, real and personal, to J., whom he appointed executrix. By a second will he devised his real estate to E. and appointed her executrix. He afterwards revoked the second will by destroying it. Mr. Justice Barnes held that the revocation of the second will had the effect of reviving the first, so that J. took all the property of the testator, and was entitled to an unlimited probate of the first will. The Court of Appeal held (as reported elsewhere) that there could be no doubt as to the meaning of section 22, and that the first will, so far as it was revoked by the second, was not revived by the revocation of the second will. Consequently, there was an intestacy as to the real estate, and J. was entitled only to a probate of the first will limited to the personal estate which was not comprised in the second.

The contemplated establishment of a Central County Court for London, to which we referred last week, testifies to the growing importance of the metropolitan county courts. For many years past these courts have really ceased to be small debts courts, and have become most valuable auxiliaries of the High Court. In 1891 they seem to have disposed of over a thousand cases involving amounts over £50, and therefore of a High Court character. Many of these cases were, indeed, originally commenced in the High Court, and were thence remitted to the metropolitan county courts for trial. The result of the largely-increased burden of litigation which of late years the London county courts have had to bear has not been conducive to the speedy despatch of business, though, thanks to the energy and ability displayed by most of our metropolitan judges, there do not appear to be any complaints on the part of the public. Whether the Central Court will, if established, relieve the metropolitan county courts of the pressure which they are now experiencing is by no means certain. But, at all events, we shall welcome the experiment, which we regard as a step towards some more comprehensive scheme of reform which will render our present judicial system more serviceable than it is at present.

VOLUNTARY SETTLEMENTS, VOIDABLE OR VOID?

The decision in *Re Brall, Ex parte Norton* (41 W. R. 623) commented on *ante*, p. 678, is one of the greatest importance. It will, if upheld on appeal, render a vast amount of land saleable which has hitherto been considered unsaleable. If a voluntary conveyance is void, in the strict sense of the word, against a trustee in bankruptcy, land which has once passed by a voluntary conveyance is unmarketable for the period of ten years; while if the decision in *Re Brall* is correct—a question which depends upon the meaning of the word "void" as used in the Bankruptcy Act, 1883 (46 & 47 Vict. c. 52), s. 47—this is not the case.

It is a sound doctrine that in the construction of a statute the words employed must most probably bear, and must *primâ facie* be taken to bear, the meaning that they bear in statutes having a somewhat similar object. Now the Statutes 13 Eliz. c. 5, 27 Eliz. c. 4, and the 47th section of the Bankruptcy Act, 1883, all have for their objects the prevention of fraud by means of a voluntary conveyance; in each of these Acts such a conveyance is declared to be "void," in the first Act against creditors, in the second Act against purchasers, and in the third Act against the trustee in bankruptcy. It is hardly possible to think that Parliament could have used the same word in these three Acts in different meanings.

What is meant by saying that an instrument is void against a certain person? All that is meant is that it is void if he intervenes; till he does so it is perfectly good. An example of this will be found in the language used in the proviso for re-entry for breach of covenant in a lease; it is sometimes, particularly in the older forms, said that on breach of covenant the lease is to be "void." All that is meant is that when the breach occurs the lessor has the option to treat the lease as void—in other words, that it is voidable by him. If the lease was really to become void on breach of covenant, whether the lessor wished it or not, a lessee who wished to get rid of his lease would only have to break any covenant and the lease would be at an end.

In like manner, where a voluntary conveyance is void against creditors under 13 Eliz. c. 5 it remains good until some creditor avoids it, and if there is no creditor it is perfectly good. Suppose that A. makes a voluntary conveyance of Blackacre to B., and of Whiteacre to C.; suppose further that A. has one creditor only, D., who takes proceedings by the result of which his debt is satisfied out of Whiteacre, he is unable to take any proceedings to satisfy his debt out of Blackacre, so that the conveyance to B. becomes perfectly good, subject to any right of C. to claim contribution, if such exists. Again, if A. makes a voluntary conveyance of Blackacre and Whiteacre to B., and afterwards makes a conveyance for value of Whiteacre to C., his prior voluntary conveyance of Whiteacre would till lately have been avoided under 27 Eliz. c. 4, but the voluntary conveyance of Blackacre remains good.

We now come to the case of a voluntary conveyance made by a person who becomes bankrupt within ten years from the time of making it. The Bankruptcy Act, 1883, says that it is to be "void" as against the trustee in bankruptcy unless certain facts are proved. The conveyance is perfectly good unless the settlor becomes a bankrupt and the trustee in bankruptcy takes successful proceedings to set it aside. It should be noted that even if the settlor becomes a bankrupt, it is by no means certain that the trustee will take steps to avoid the voluntary conveyance. Suppose that the bankrupt's debts amount to £10,000, that his assets (including the value of the property comprised in the voluntary conveyance) amount to £2,000, and that with the assistance of his friends he makes a proposal to pay £5,000 on condition of having the bankruptcy set aside. If this proposal is assented to by the court, the trustee will not seek, to set the voluntary conveyance aside, it will remain in full force—in other words, it is "voidable," not void.

If a conveyance is absolutely void, it is difficult to see how it is possible to make it good without executing another conveyance. The legal estate in freeholds cannot pass without a deed, if a deed purporting to pass them is absolutely void, it has no effect on them, and consequently they cannot pass without a new deed. It follows that if a deed not sufficient to pass property against all the world can be made good by something happening after its execution it cannot have been void at the time of execution; at the outside, it may have been voidable.

Now we find a very large number of cases which shew that deeds which are "void" within either of the statutes of Elizabeth can be made good by some subsequent act. As, for example, if a person has on the faith of the voluntary deed contracted a marriage, paid money either on a purchase or only by way of advance, his title, though derived from the voluntary deed, is preferred to the claims of persons claiming under either of the statutes of Elizabeth. It follows, therefore, that, pursuant to the above reasoning, the word "void" as used in either of these statutes really means voidable. It appears to follow that, as the object of the above cited provision of the Bankruptcy Act, 1883, is really to protect creditors against fraud, an object similar to that of 13 Eliz. c. 5, the meaning of the word "void" in the Bankruptcy Act, 1883, must be the same as it bears in 13 Eliz. c. 5, *i.e.*, "voidable."

It was decided by CAVE, J., and A. L. SMITH, J., in *Re Holden* (20 Q. B. D. 43) that a post-nuptial settlement which was voluntary was good in its inception, and that accordingly the trustees of the settlement could maintain their lien for costs on the subject-matter of the settlement incurred before the bankruptcy of the settlor as against his trustee in bankruptcy. In other words, that the settlement was "voidable," not "void."

VAUGHAN WILLIAMS, J., in *Re Brall* (41 W. R. 623) decided that the title of a purchaser in good faith for value from the donee under a voluntary settlement prevailed against that of the trustee in bankruptcy of the settlor. While we confess that when we first read the decision we were somewhat startled, it appears, for the reasons given above, that a contrary decision would have been running counter to very well-established rules of construction.

It remains to consider the decision of STIRLING, J., in *Briggs* v. *Spicer* (1892, 2 Ch. 127). In that case STIRLING, J., was of opinion that a purchaser from the donee under a voluntary settlement was one of the persons on whom the *onus* was thrown by the Bankruptcy Act, 1883, s. 47, of proving the settlor's solvency on his becoming bankrupt within ten years from the date of the voluntary conveyance; but the preliminary question whether the voluntary conveyance was void or voidable was hardly discussed. It is, however, interesting to remark that the learned judge admits (see p. 134) that a voluntary settlement may "subsequently become a settlement for value"—in other words, his opinion was that it was "voidable" not "void" against the trustee in bankruptcy.

TRUSTEES AND THE STATUTE OF LIMITATIONS.

THE provision of the Trustee Act, 1888, which enables trustees to plead the Statute of Limitations has effected so important and beneficial a change in the law that each fresh decision on it is worthy of notice. In *Thorne* v. *Heard* (41 W. R. 636), recently decided by ROMER, J., the defendants, HEARD and MARSH, were the holders of two mortgages of leasehold property for securing the sum of £1,000. The plaintiff was the holder of a subsequent mortgage for £333. The same solicitor acted in the mortgage transactions for the plaintiff and defendants. In 1878 the defendants, in exercise of the power of sale contained in their mortgages, sold the property for £1,700. This sum was paid, and the property was conveyed to the purchaser. Out of the £1,700 the defendants retained £1,000 in satisfaction of their own mortgage debt, and handed the rest to the solicitor, to be paid as to £333 to the plaintiff, the solicitor having fraudulently represented himself as the plaintiff's agent. In fact, he did not pay the £333 to the plaintiff, but made use of it for his own purposes. Meanwhile, he continued to pay interest to the plaintiff, as if on his mortgage, down to 1891. In 1892 the solicitor became bankrupt, and the circumstances as to the misappropriation of the £333 transpired. Thereupon the plaintiff brought an action against the defendants, claiming the sum of £333 or an account of the surplus moneys realized by the sale after satisfying the moneys due to themselves.

As to the position of the defendants in the matter, it appears that they were constructively trustees of the proceeds of sale for the plaintiff. A mortgagee is not a trustee for persons interested in the equity of redemption so far as relates to the exercise of his power of sale (*Warner* v. *Jacob*, 30 W. R. 731, 20 Ch. D. 220); nor, unless the mortgage is in the form of a trust for sale (*Locking* v. *Parker*, 21 W. R. 113, L. R. 8 Ch. 30), is he an express trustee of the proceeds of sale. So soon, however, as it is shewn that there is a surplus, then, as was said by KAY, J., in *Banner* v. *Berridge* (29 W. R. 844, 18 Ch. D. 254), "there is a sufficient fiduciary relation between the mortgagor and mortgagee to make the mortgagee constructively a trustee of the surplus." He held, however, that, after the lapse of six years from the time when the money was received by the mortgagee, a court of equity would not, according to its ordinary rule, allow parties to enter into evidence for the purpose of shewing there was a surplus in order to raise the case of constructive trust. If this is so, then, apart from the question of acknowledgment by payment of interest, the claim of the plaintiff in the present case would have been barred under the ordinary law, and it would not have been necessary to have recourse to the Trustee Act, 1888. It may be doubted, however, whether in such cases equity adopts a six years' limitation. It does so in analogy to the statute where the suit in equity corresponds to an action at law with regard to which there is an express bar: *Knox* v. *Gye* (L. R. 5 H. L., at p. 674); but the remedy of persons interested in the equity of redemption against a mortgagee who has exercised his power of sale does not seem to correspond to an action at law, but to be within the special province of equity; and the only bar imposed upon it is that which equity, in the exercise of its discretion, imposes on stale demands.

Assuming, therefore, that there was a trust of the proceeds of sale which would ordinarily prevent time from running, the question was whether the first mortgagees could avail themselves of the protection of section 8 of the Trustee Act, 1888. The Act generally, it may be noticed, applies to a trustee whose trust arises by construction or implication of law as well as to an express trustee (section 1 (3)), and, under section 8, a trustee may, with certain exceptions, claim the benefit of any statute of limitations as though he had not been a trustee; while if the action is brought to recover money or other property, and is one to which no existing statute of limitation applies, the bar is to be the same as in an "action of debt for money had and received." The excepted cases are where the claim is founded upon any fraud or fraudulent breach of trust to which the trustee was party or privy, or is to recover trust property still retained by him, or previously received and converted to his use; but neither of these applied in the present case. The action, then, being one to which no existing statute applied, was liable to be barred in six years like an action of debt under the Statute of James.

The remaining point in the case related to the effect of the payment of interest by the solicitor to the second mortgagee, and it was contended that this operated as an acknowledgment by the first mortgagees. But such acknowledgment would be useless unless there could be inferred from it a promise to pay the debt, and it follows that it must be made with the authority of the person by whom the debt is to be paid. In *Rew* v. *Pettet* (1 A. & E. 196) it was held to be a question for the jury whether the payment of interest had been in fact adopted by the defendants as made on their behalf. In the present case the solicitor had no authority from the first mortgagees to pay the interest, nor did they subsequently adopt his acts. The payment was made by a stranger, and could not affect them. In the same way the payment, to raise an implied promise to pay, must be made to the creditor or his agent. A promise to a stranger is not sufficient (*Stamford, &c., Banking Co.* v. *Smith*, 40 W. R. 355; 1892, 1 Q. B. 765). There being, therefore, no acknowledgment of the debt by the first mortgagees, the bar of section 8 of the Trustee Act, 1888, applied, and the action failed.

LEGISLATION IN PROGRESS.

REGISTRATION OF TITLE.—The Land Transfer Bill has been read a third time in the House of Lords and passed.

SUPREME COURT OF JUDICATURE.—On the report of amendments to the Supreme Court of Judicature Bill the Lord Chancellor moved an amendment for the purpose of making it clear that clerks and officers in the Central Office of the Supreme Court, with certain exceptions, were to be in the same position in future with regard to retirement as other Civil Service clerks. That the rule relating to the age of retirement should apply to the existing officers of the court had always, he said, been intended, but some doubt had been felt upon the point in certain quarters in consequence, as he understood, of remarks which he had made in the Standing Committee. His amendment expressed the intention of the framers of the Bill in a form which admitted of no doubt. The amendment was agreed to. On the motion of Lord MACNAGHTEN, an amendment was agreed to excluding from the operation of the retirement rule officials who held their positions under statute during good behaviour. The report was agreed to, and on a subsequent day the Bill was read a third time.

PUBLIC COMPANIES.—In the Standing Committee of the House of Lords the following new sub-sections were, on the motion of the Lord Chancellor, added to clause 1 (see *ante*, p. 610) of the Companies (Certificate of Incorporation) Bill:—"(2) Provided that where a person, at the date of the incorporation of the company, knows that the said requisitions have not been complied with, he shall be subject to the same liability as if the company had not been incorporated. (3)

The registrar may accept a statutory declaration as sufficient evidence of compliance with the said requisitions." The Bill has been read a third time.

STATUTORY RULES.—On the consideration of the Statutory Rules Procedure Bill by the Standing Committee of the House of Lords, the Lord Chancellor, to meet a wish expressed by Lord MACNAGHTEN, moved to insert as a new sub-section to clause 2:—"(3) The statutory rules to which this section applies are those made in pursuance of any Act of Parliament which directs the statutory rules to be laid before Parliament, but do not include any statutory rules if the same or a draft thereof are required to be laid before Parliament for any period before the rules come into operation, nor do they include rules made by the Local Government Board for England or Ireland, the Post Office, or the Revenue Departments." Lord PLAYFAIR moved that the Board of Trade be added to the excepted departments. The amendment was agreed to, and the sub-section was added to the Bill. On the motion of the Lord Chancellor, a new clause was inserted providing for the printing, numbering, and sale of statutory rules. Other verbal amendments having been made, the Bill was ordered to be reported, and it has since been read a third time.

LAW OF COMMONS.—On the consideration by the Standing Committee of the Law of Commons Amendment Bill the Marquis of SALISBURY called attention to clause 3 (conditions of assent) as being the most slovenly piece of drafting ever laid before Parliament. The clause was presented in the following terms:—"In giving or withholding their consent the board shall have regard to the same considerations as are directed by the Enclosure Acts to be taken into account by them in giving or withholding their consent to any enclosure of common lands under those Acts, and shall give an opportunity to all persons interested in the common to object to such enclosure or approvement." He said the first provision of the clause carried the principle of reference to an extraordinary length. There was no indication as to what considerations were to guide the Board of Agriculture in this matter, and he confessed that he could not tell what the clause meant. As far as he had been able to investigate the Acts, no authority whatever was extended to the Board of Agriculture to give or to withhold consent. As he said in the House, he had the greatest objection to the spoliation of the rights of the lords of the manor; but, apart from that, they ought to be told what considerations they had to submit to the Board of Agriculture. If they passed the clause in its present form, they would do nothing but provoke a long series of difficult and elaborate investigations, and he therefore suggested that the clause should be struck out and redrafted. Lord THRING was quite prepared to accept the suggestion of the Marquis of SALISBURY, but at the same time thought that nobody could mistake what were the considerations referred to in the clause. He agreed, however, that it was a dangerous mode of drawing a clause. The Lord Chancellor quite agreed with the noble marquis that if there was to be incorporation by reference, the incorporation ought to be in the exact words of the clause incorporated, and as he did not think the words "giving or withholding their consent to any enclosure" precisely described the powers of the Board of Agriculture with regard to enclosure, he agreed that the clause needed amendment in that respect. The Earl of KIMBERLEY pointed out that a corresponding clause was inserted in the Act of 1887 with reference to particular enclosures which took place with the consent of the homage, and if there was any spoliation of property it took place under the Act of 1887 exactly as it would take place under this Bill. He agreed, however, that the clause ought to set forth exactly what it enacted. He did not think the draftsman was to blame for the words of the clause, inasmuch as successive Governments had found it exceedingly convenient, for Parliamentary reasons which he would not describe, to legislate by reference. The clause was struck out with the view of being redrafted, and the Bill was ordered to be reported. On the third reading the clause, on the motion of Lord THRING, was amended as follows:—

"In giving or withholding their consent under this Act, the Board shall have regard to the same considerations, and shall, if necessary, hold the same inquiries, as are directed by the Commons Act, 1876, to be taken into consideration and held by the Board before forming an opinion whether an application under the Enclosure Acts shall be acceded to or not."

BILLS ADVANCED.—The Trust Investment Bill and the Liverpool Court of Passage Bill have each been read a third time in the House of Lords and passed, and the Married Women's Property Act (1882) has passed through Committee.

The judicial or magisterial humourist, says the *St. James's Gazette*, has one advantage—he can always get the last word. It is told of the late Lord Bramwell that while making the usual "Prisoner at the bar" address to a man whom he was preparing to sentence, his sonorous periods were rudely interrupted by the criminal with the question, "'Ow much?" "Eight years," replied the judge instantly. Similarly, when a prisoner at the Westminster Police Court told Mr. Shiel that he wouldn't do it again, the worthy magistrate quietly replied, "No; I don't think you will—for six months."

REVIEWS.

WINDING-UP.

WINDING-UP FORMS AND PRACTICE. A COLLECTION OF FORMS AND PRECEDENTS, WITH NOTES ON THE LAW AND PRACTICE UNDER THE COMPANIES ACTS, 1862 TO 1890, AND THE RULES THEREUNDER. SECOND EDITION. By FRANCIS BEAUFORT PALMER, Barrister-at-Law, assisted by FRANK EVANS, Barrister-at-Law. Stevens & Sons (Limited).

Primarily this is a book of forms and precedents, and the large number which have been collected—some eight hundred and fifty—attest at once the complication of the subject, and the industry and skill of the editors. To a very large extent these are copies of orders made in chambers, and hence, as is pointed out in the preface, they furnish the practitioner not only with the means of framing his application in an appropriate form, but with an authority which may enable him to obtain the desired order. In obtaining these precedents, and rendering them available for general use, the editors have done good service to the profession. But the assistance which they render to the reader by no means stops here. In connection with the forms, and sometimes in separate chapters, the whole practice in winding-up, as contained in the Companies Acts, the rules and orders thereunder, and the cases, has been carefully explained, and the results are given with a neatness and clearness which seem to leave nothing to be desired. The effect is largely due to the liberal manner in which the book has been divided and subdivided, each subject being placed under a clear heading. Work of this kind deserves to be called liberal, for it greatly increases the labour of the author. At the same time it makes all the difference in using the book between rapid discovery of the required information and a long and toilsome search. A reference to chapter xv. on official receivers, to chapter xxi. on the duties and powers of liquidators, and to chapter xxxix. on contributories, will shew the nature of the work we refer to. Attention may be called also to the useful tabular statement given in the last of these chapters of the leading cases on the law relating to contributories (p. 410). Altogether the book is one which will be found essential in winding-up practice.

NEW ORDERS, &c.

ORDER IN COUNCIL AS TO CIRCUITS.

At the Court at Osborne House, Isle of Wight, the 28th day of July, 1893. Present, the Queen's Most Excellent Majesty in Council.

Whereas by the twenty-third section of the Supreme Court of Judicature Act, 1875, it is enacted (amongst other things) that Her Majesty may, at any time after the passing of that Act, and from time to time by Order in Council, provide in such manner and subject to such regulations as to Her Majesty may seem meet for all or any of the following matters:—

1. For the discontinuance, either temporarily or permanently, wholly or partially, of any existing Circuit, and the formation of any new Circuit by the union of any Counties or parts of Counties, or partly in one way and partly in the other, or by the constitution of any County or part of a County to be a Circuit by itself, and in particular for the issue of Commissions for the discharge of civil and criminal business in the County of Surrey to the Judge appointed to sit for the trial by jury of causes and issues in Middlesex or London, or any of them; and,
2. For the appointment of the place or places at which Assizes are to be holden on any Circuit; and,
3. For altering by such authority, and in such manner as may be specified in the Order, the day appointed for holding the Assizes at any place on any Circuit in any case where by reason of the pressure of business or other unforeseen cause it is expedient to alter the same; and,
4. For the regulation, so far as may be necessary for carrying into effect any Order under that section, of the venue in all cases, civil and criminal, triable on any Circuit or elsewhere:

And that Her Majesty may, from time to time by Order in Council, alter, add to, or amend any Order in Council made in pursuance of that section, and in making any Order under that section, may give any directions which it appears to Her Majesty to be desirable to give for the purpose of giving full effect to such Order:

Provided that every Order in Council made under that section shall be laid before each House of Parliament within such time, and shall be subject to be annulled in such manner as is in that Act provided;

And that any Order in Council purporting to be made in pursuance of that section shall have the same effect in all respects as if it were enacted in that Act:

And that the power thereby given to Her Majesty shall be deemed to be in addition to and not in derogation of any power already

vested in Her Majesty in respect of the matters aforesaid; and all enactments in relation to Circuits, or the places at which Assizes are to be holden, or otherwise in relation to the subject matter of any Order under that section, shall, so far as such enactments are inconsistent with such Order, be repealed thereby, whether such repeal is thereby expressly made or not:

And whereas at meetings of the Judges of the Supreme Court of Judicature, duly assembled at Her Majesty's Royal Courts of Justice on the seventeenth day of May and the twenty-first day of June, one thousand eight hundred and ninety-three, pursuant to the seventy-fifth section of the Supreme Court of Judicature Act, 1873, it was (amongst other things) resolved that the Assizes respectively should for the future, so far as may be practicable and the business to be done may allow, be fixed in accordance with the scheme to their resolution annexed; but so, nevertheless, that the Northern, South-Eastern, North Wales and Western Circuits shall commence on the days named in the scheme; provided that if any of those days falls on a Sunday the Circuits shall commence on the following day, and that whenever October twenty-fourth falls on a Sunday, the Autumn Circuits fixed to commence on October twenty-fifth shall commence on October twenty-sixth:

Now therefore, Her Majesty, by and with the advice of Her Most Honourable Privy Council, having taken in consideration the matters aforesaid, under and by virtue of the authority aforesaid, and of all or any other statutes, laws, powers, and authorities enabling Her in that behalf, is pleased to order, and it is hereby ordered, accordingly, as follows:

(i.) The Commission days for the several places on the respective Circuits for the Assizes to be hereafter holden shall, so far as may be practicable and the business to be done may allow, be fixed by the Judges at their meeting in manner heretofore accustomed in accordance with the scheme set out in the schedule hereto.

(ii.) The County of Surrey shall be included in the South-Eastern Circuit.

(iii.) This Order shall come into operation on the first day of October, one thousand eight hundred and ninety-three, and as from that day there shall be repealed so much of the Order in Council of the twenty-sixth day of June, one thousand eight hundred and eighty-four, as is inconsistent with any provision contained in this Order.

(iv.) Except where the context otherwise requires, expressions used in this Order shall have the same meaning as in the Judicature Acts, 1873 and 1875, and the Acts amending the same.

(v.) This Order may be amended, added to, or repealed by Order in Council.

C. L. PEEL.

SCHEDULE.

CIRCUITS OF THE JUDGES.

Civil and Criminal.

Summer and Winter Assizes. Commission Days. Summer.	Winter.	Midland.	Oxford.	Northern.	South-Eastern.	North Wales, Chester, and Glamorgan.	South Wales and Chester.	North-Eastern.	Home.	Western.
May 29	January 11	...	...	...	Huntingdon	Newtown	...	...	Maidstone	Salisbury (c)
May 30	January 12	...	...	...	...	...	...	...	...	...
May 31	January 13	...	...	...	Cambridge	Dolgelly	...	...	...	...
June 1	January 15	...	...	...	...	...	Haverfordwest	...	...	Dorchester
June 2	January 16	...	...	...	...	Carnarvon	...	...	...	...
June 3	January 17	...	...	...	Bury St. Edmunds (a)	...	Lampeter	...	...	...
June 5	January 18	...	...	...	...	...	...	...	...	Wells (d)
June 6	January 19	...	...	...	...	...	Carmarthen	...	...	...
June 7	January 20	...	...	...	...	Beaumaris	...	...	...	...
June 8	January 22	...	...	...	...	...	...	...	...	...
June 9	January 23	...	...	...	Norwich	Ruthin	...	...	Guildford	...
June 10	January 24	...	...	...	...	...	Brecon	...	...	Bodmin
June 12	January 25	...	...	...	...	...	...	...	...	...
June 13	January 26	...	...	...	...	Mold	Presteign	...	...	...
June 14	January 27	...	...	...	...	...	...	...	...	...
June 15	January 29	...	...	...	...	Chester (2)		...	Exeter (2)	
June 16	January 30	Aylesbury	Reading	...	...	...		...	...	
June 17	January 31	...	...	...	Chelmsford	...		...	...	
June 19	February 1	...	...	...	...	...		...	...	
June 20	February 2	Bedford	Oxford	...	...	...		...	...	
June 21	February 3	...	...	...	...	Swansea (2) (b)		...	Winchester (2)	
June 22	February 5	...	...	...	...	...		...	...	
June 23	February 6	Northampton	Worcester	...	Hertford	...		...	...	
June 24	February 7	...	...	...	...	...		...	...	
June 26	February 8	...	...	...	...	...		...	...	
June 27	February 9	...	...	...	Lewes	...		...	...	
June 28	February 10	Leicester	...	Appleby	...	...		...	Bristol (2)	
June 29	February 12	...	Gloucester	...	...	...		...	...	
June 30	February 13	...	...	Carlisle	...	...		...	...	
July 1	February 14	...	...	...	...	...		...	...	
July 3	February 15	...	...	...	...	...		...	...	
July 4	February 16	Oakham and Lincoln	...	...	...	(End)		...	...	
July 5	February 17	...	...	Lancaster	...			...	(End)	
July 6	February 19	...	Monmouth	...	(End)			Newcastle (2)		
July 7	February 20	...	...	...				...		
July 8	February 21	...	...	Manchester (2)				...		
July 10	February 22	Derby	...	...				...		
July 11	February 23	...	Hereford	...				...		
July 12	February 24	...	...	...				...		
July 13	February 26	...	...	...				Durham (2)		
July 14	February 27	...	Shrewsbury	...				...		
July 15	February 28	...	...	...				...		
July 17	March 1	Nottingham (2)	...	...				...		
July 18	March 2	...	...	...				...		
July 19	March 3	...	...	...				...		
July 20	March 5	...	...	...				York (2)		
July 21	March 6	...	Stafford (2)	...				...		
July 22	March 7	Warwick	...	...				...		
July 24	March 8	...	...	...				...		
July 25	March 9	...	...	Liverpool (2)				Leeds (2)		
July 26	March 10	...	...	...				...		
July 27	March 12	...	...	...				...		
July 28	March 13	Birmingham (2)		...				...		
July 29	March 14	...		...				...		
July 31	March 15	...		...				...		
August 1	March 16	...		...				...		
August 2	March 17	...		...				...		
August 3	March 19	...		...				...		
August 4	March 20	...		...				...		
August 5	March 21	...		...				...		
August 7	March 22	...		...				...		
August 8	March 23	...		...				...		
August 9	March 24	...		...				...		
August 10	March 26	...		...				...		
August 11	March 27	...		...				...		
August 12	March 28	(End)		(End)				(End)		

(a) or Ipswich. (b) or Cardiff. (c) or Devizes. (d) or Taunton.

AUTUMN CIRCUIT.

Criminal Business only, except where otherwise stated.

Autumn Assizes. Commission Days.	Northern.	North-Eastern.	Midland.	Western.	North and South Wales.	South-Eastern.	Oxford.
October 25	Carlisle	...	...	Salisbury (*a*)	Carnarvon	Cambridge	...
October 26	...	...	...	...	...	...	...
October 27	...	...	...	...	...	...	...
October 28	Lancaster	...	...	Dorchester	Ruthin	Bury St. Edmunds (*d*)	...
October 30	...	...	...	...	...	...	...
October 31	...	...	...	...	...	...	...
November 1	Manchester (2) (Civil and Criminal)	...	...	Wells (*b*)	Chester	...	...
November 2	...	...	...	...	...	Chelmsford	...
November 3	...	...	...	...	...	...	...
November 4	...	...	...	...	...	...	...
November 6	...	...	...	Bodmin	...	...	...
November 7	...	...	...	...	...	Hertford	...
November 8	...	...	...	Exeter	Carmarthen	...	...
November 9	...	...	...	...	...	...	...
November 10	...	...	...	...	Brecon	Norwich	...
November 11	...	...	...	...	...	...	...
November 13	...	...	Aylesbury	...	Swansea (*c*)	...	...
November 14	Liverpool (2) (Civil and Criminal)	...	...	Winchester	...	...	...
November 15	...	...	Bedford	...	...	...	Reading
November 16	...	Newcastle	...	...	...	Maidstone	...
November 17	...	...	Northampton	...	...	...	...
November 18	...	...	...	...	...	...	Oxford
November 20	...	...	...	...	...	...	...
November 21	...	Durham	Leicester	...	...	...	Worcester
November 22	...	...	...	...	(Civil Business)	...	...
November 23	...	...	...	Bristol	...	...	...
November 24	...	...	Lincoln	..	...	Lewes	...
November 25	...	...	...	...	...	...	Gloucester
November 27	...	...	...	...	...	...	...
November 28	...	York	...	(End)	...	...	...
November 29	Manchester (Civil)	...	Derby	...	...	...	...
November 30	... (to continue until finished)	...	...		(End)	...	Monmouth
December 1	...	...	...			(End)	...
December 2	...	Leeds (2) (Civil Criminal)	...				...
December 4	...	...	...				Hereford
December 5	...	...	Nottingham				...
December 6	...	...	...				Shrewsbury
December 7	...	...	...				...
December 8	...	...	...				...
December 9	...	...	Warwick				(Stafford)
December 11	...	...	...				...
December 12	...	...	...				...
December 13	...	...	...				...
December 14	...	...	...				...
December 15	...	...	...				...
December 16	...	...	...				...
December 18	...	...	...				...
December 19	...	...	...				...
December 20	...	...	...				...
December 21	...	(End)	(End)				(End)

(*a*) or Devizes. (*b*) or Taunton. (*c*) or Cardiff. (*d*) or Ipswich.

EASTER CIRCUIT.

—	Northern.	North-Eastern.
April 11... ...	Manchester (Civil)	...
April 12... ...		
April 13... ...		...
April 14... ...		
April 15... ...		...
April 17... ...		
April 18... ...	Liverpool (Civil)	...
April 19... ...		
April 20... ...		...
April 21... ...		
April 22... ...		...
April 24... ...		
April 25... ...	Manchester (2). (Civil and Criminal)... ...	...
April 26... ...		
April 27... ...		...
April 28		
April 29... ...		...
May 1		
May 2		...
May 3		
May 4		...
May 5		
May 6	Liverpool (2). (Civil and Criminal)	Leeds (Criminal)
May 8		
May 9		...
May 10		
May 11		...
May 12		
May 13		
May 15		
May 16		
May 17		
May 18	End.	End.

When Whit Sunday shall fall before the 21st of May, these days shall be altered so as to enable these circuits to be finished on the Thursday before Whit Sunday.

COMPANIES (WINDING-UP).

NOTICE.

By order of the Lord Chancellor, dated the 3rd of August, 1893, the following action has been transferred to the Hon. Mr. Justice Vaughan Williams (sitting as an additional judge in the Chancery Division):—

Mr. Justice CHITTY (1893—A—1,089).

James Aitken (on behalf of himself and all other the holders of the debentures issued by the defendant company) v. The Welsh Anthracite Collieries, ld

CASES OF LAST SITTINGS.

Lunacy.

Re **PLENDERLEITH**—C. A. No. 2, 3rd August.

LUNATIC—JUDGMENT CREDITORS OF—CHARGING ORDERS—VALIDITY OF—FUND IN COURT.

On the 6th of April, 1892, an order was made in lunacy under section 116 of the Lunacy Act, 1890 (53 Vict. c. 5), appointing a receiver of the lunatic's property, and ordering a sum of £784 Consols belonging to him to be brought into court. In February, 1893, a creditor of the lunatic obtained judgment against him in an action. In June, 1893, a charging order was obtained on the Consols for the amount of the judgment. The Master in Lunacy sanctioned a scheme for the lunatic's maintenance out of income and capital, and on the judgment creditor objecting, the question arose whether he was entitled to have a portion of the capital impounded for his benefit in obedience to the charging order. Counsel for the judgment creditor stated that all the cases where the court had maintained the lunatic were where his estate had been unincumbered. He relied upon *Horne* v. *Fountain* (23 Q. B. D. 264, 37 W. R. Dig. 115); *Re Leavesley* (39 W. R. 276; 1891, 2 Ch. 1); *Ex parte Dikes* (8 Ves. 79); *Re Ball* (2 Moll. 145).

LINDLEY, L.J., stated the facts and said that but for the charging order it was clear that the creditor would have no right to be paid out of the lunatic's estate in court or under the protection of a judge in lunacy. See *Re Pink* (31 W. R. 730, 23 Ch. D. 577), and a long series of older authorities. In *Re Pountain* (37 Ch. D. 609, 36 W. R. Dig. 106), the court appointed a receiver to protect the property of a lunatic not so found by inquisition against (*inter alia*) execution by a judgment creditor. If the creditors could not get paid without invoking the aid of the Court in Lunacy, the court had always refused such aid if to grant it would be to reduce the lunatic to the condition of a pauper. A charging order did not deprive the court of its jurisdiction in those respects. [After considering the case of *Re Leavesley* and the order made, and commenting on it, his lordship continued:—] The charging orders in the present case will remain for what they are worth. If the lunatic dies or recovers they may become available. But their existence does not deprive this court of its power to dispose for the benefit of the lunatic of the funds under its control and belonging to him when the charging orders were obtained. There will be no order, therefore, on this application.

LOPES and SMITH, L.JJ., concurred.—COUNSEL, *W. D. Rawlins; Clydesdale.* SOLICITORS, *Robbins, Billing & Co.*, for *Paige & Grylls*, Redruth; *Coode, Kingdon, & Co.*, for *Thurstan C. Peter*, Redruth.

[Reported by W. S. GODDARD, Barrister-at-Law.]

Court of Appeal.

MONTAGU & CO. *v.* FORWOOD BROTHERS & CO.—No. 1, 4th August.

PRINCIPAL AND AGENT—UNDISCLOSED PRINCIPAL—PRIVITY OF CONTRACT—SET-OFF AGAINST PRINCIPAL OF DEBT DUE FROM AGENT.

Action to recover £53 5s., money had and received by the defendants for the use of the plaintiffs. It appeared that the Bank of Antwerp, acting under instructions from certain owners of cargo, wrote to the plaintiffs, who were bankers in London and their London correspondents, instructing them to collect from the underwriters on two policies of marine insurance contributions in respect of general average losses, and enclosing the policies. The plaintiffs handed the policies to Messrs. Beyts, Craig, & Co., who were merchants in London, and in whose names the policies were originally made out, and instructed them to collect the moneys, and they in their turn handed the documents to the defendants, who were insurance brokers, to collect the moneys. The defendants collected the moneys, amounting to £53 5s. less commission, and subsequently Beyts, Craig, & Co. became bankrupt, and the plaintiffs thereupon gave the defendants notice that they claimed the moneys in their hands. The defendants claimed to retain this sum against debts due to them from Beyts, Craig, & Co., upon the ground that they dealt with Beyts, Craig, & Co., as principals. At the trial before Day, J., without a jury, the learned judge found as a fact that the defendants did not know and had no reason to believe that Beyts, Craig, & Co. were only agents in the transaction, and gave judgment for the defendants. The plaintiffs appealed.

THE COURT (Lord ESHER, M.R., and BOWEN and KAY, L.JJ.) dismissed the appeal.

Lord ESHER, M.R., said that Beyts, Craig, & Co., who were merchants, employed the defendants to collect the policy moneys as agents for them. The defendants did not know, and had no reason to suppose, that Beyts, Craig, & Co. were themselves acting as agents, and the latter were not persons who had the character of acting as agents for anyone. At the time when the defendants collected the moneys Beyts, Craig, & Co. were indebted to them in a sum exceeding the moneys so collected, and they had at that time a right to set off that money against Beyts, Craig, & Co's indebtedness to them. The plaintiffs could not now intervene and deprive the defendants of that right. The law was settled in *Rabone* v. *Williams* (7 T. R. 360 n.) and *George* v. *Clagett* (2 Sm. L. C., 9th ed., p. 130). In *Fish* v. *Kempton* (7 C. B. 687) Wilde, C.J., said that "where goods are placed in the hands of a factor for sale, and are sold by him under circumstances that are calculated to induce, and do induce, a purchaser to believe that he is dealing with his own goods, the principal is not permitted afterwards to turn round and tell the vendee that the character he himself has allowed the factor to assume did not really belong to him." The learned judge was there speaking of goods being placed in the hands of a factor for sale, but the principle was the same as if he had been speaking of a person authorized by another to sell and deliver that person's goods. That principle was applicable here. Beyts, Craig, & Co. dealt with the defendants as if they themselves were persons entitled to collect the insurance moneys for themselves. The defendants thus had a right of set-off the moment the moneys were collected, and the plaintiffs, who had allowed Beyts, Craig, & Co. to assume the character of principals, could not now interfere with that valid and existing right.

BOWEN and KAY, L.JJ., concurred.—COUNSEL, *Finlay*, Q.C., and *Haldinstein; Dickens*, Q.C., and *Sims Williams*. SOLICITORS, *Gilbert E. Samuel; J. R. Greening*.

[Reported by W. F. BARRY, Barrister-at-Law.]

***Re* HODGKINSON**—No. 2, 8th August.

PROBATE—WILL—REVOCATION—TWO PARTLY INCONSISTENT WILLS—CANCELLATION OF LATER WILL BY TESTATOR—NO REVIVAL OF THAT PART OF FORMER WILL WHICH WAS INCONSISTENT WITH LATER WILL—SPECIAL PROBATE OF FORMER WILL LIMITED TO SUCH PART OF TESTATOR'S PROPERTY AS WAS NOT COMPRISED IN LATER WILL—WILLS ACT (1 VICT. c. 26), ss. 20, 22.

Appeal from Barnes, J. In this case the testator, Abraham Hodgkinson, by a will made in June, 1881, gave all his "property of every description" to Jane Stocks absolutely, and appointed her sole executrix. In September, 1881, the testator duly executed another will by which, without expressly either revoking or confirming the former will, he gave, devised, and bequeathed "his share and interest under the will of his late mother to his sister Emma, and appointed her sole executrix of that his will." The share and interest which the testator took under the will of his mother was real estate, and was the only real estate belonging to the testator. The testator subsequently *animo revocandi* cancelled the will of September, 1881, by cutting off his signature thereto. Barnes, J., held that the will of September, 1881, must be treated as a nullity for all purposes, on the ground that having been cancelled by the testator it had no existence as a will at the time of the testator's death, and he granted probate of the whole of the former will of June, 1881. The heir-at-law of the testator appealed, and contended that although the later will, having been cancelled by the testator, could not be admitted to probate, yet that it was not inoperative for all purposes; that it did in law operate to revoke so much of the former will as related to the real estate of the testator; and that the revocation of the later will did not revive that part of the earlier will which had been revoked by the later will. The following sections of the Wills Act were relied on by the appellant: section 20, "No will, or codicil, or any part thereof, shall be revoked otherwise than as aforesaid" (*i.e.*, by marriage) "or by another will or codicil executed in manner hereinbefore required, or by some writing declaring an intention to revoke the same, and executed in the manner in which a will is hereinbefore required to be executed, or by the burning, tearing, or otherwise destroying the same by the testator, or by some person in his presence and by his direction with the intention of revoking the same"; section 22: "No will or codicil, or any part thereof, which shall be in any manner revoked shall be revived otherwise than by the re-execution thereof, or by a codicil executed in manner hereinbefore required and shewing an intention to revive the same; and where any will or codicil which shall be partly revoked and afterwards wholly revoked shall be revived, such revival shall not extend to so much thereof as shall have been revoked before the revocation of the whole thereof unless an intention to the contrary be shewn." The appellant accordingly claimed that there was an intestacy as to the testator's real estate, and that a special probate of the earlier will, limited to so much of the testator's property as was not comprised in the later will, was the only probate that ought to be granted.

THE COURT (LINDLEY, LOPES, and A. L. SMITH, L.JJ.) allowed the appeal.

LINDLEY, L.J., said that as the second will only dealt with what comprised the real estate of the testator, it was obvious that the first will was not wholly revoked by the second will. The question which the court had to consider was whether there ought to be a grant of probate in common form of the whole of the first will, or only a special grant of probate confined to such of the testator's property as was not comprised in the second will. That depended on the effect of sections 20 and 22 of the Wills Act. It was, in his opinion, quite clear on the construction of those sections that so much of the first will as related to the testator's real estate was revoked by the second will, and that, notwithstanding the fact that the testator had cancelled the second will *animo revocandi*, the revoked part of the first will was not thereby revived, but the revocation of the first will still stood as to the real estate. Probate of the whole of the first will could not therefore be granted, but only a special probate limited to so much of the testator's property as was not comprised in the second will.

LOPES and A. L. SMITH, L.JJ., concurred.—COUNSEL, *Bargrave Deane; Barnard*. SOLICITORS, *Marsland, Hewitt, & Urquhart*, for *John Hewitt & Son*, Manchester; *Merriman, Pike, & Merriman*, for *Partington & Allen*, Manchester.

[Reported by M. J. BLAKE, Barrister-at-Law.]

MOSTYN *v.* MOSTYN—No. 2, 4th August.

VENDOR AND PURCHASER—SALE BY ORDER OF COURT—CONDITIONS OF SALE—CONVEYANCING ACT, 1881 (44 & 45 VICT. c. 41), s. 70.

This was an appeal from a decision of Kekewich, J., by purchasers of certain land sold under an order of the court, involving the question of the effect of section 70 of the Conveyancing Act, 1881, which provides that "an order of the court under any statutory or other jurisdiction shall not as against a purchaser be invalidated on the ground of want of jurisdiction or of want of any concurrence, consent, notice, or service whether the purchaser had notice of any such want or not." On the 23rd of July, 1892, an order was made in an administration suit for the sale of certain land (the subject of the present appeal), together with other land, the vendors being the trustees of the will of the Hon. Thomas Edward Mostyn Lloyd Mostyn. By such order it was directed that the land should be sold with the approbation of the judge, and that the trustees of the National Provident Institution, who were first mortgagees, should be at liberty to retain the money to arise by such sale in reduction of their charge if they should be willing to receive the same. The property was subsequently sold subject to certain conditions of sale, and Thomas Barker and Adonizah Evans became purchasers of two lots and they applied to have their conveyances of the property settled by the judge in chambers. Their applications were adjourned into court and were heard by Kekewich, J., who directed the conveyances to be settled in a way which gave rise to this appeal. There were *puisne* incumbrancers, and the purchasers contended that they were entitled to have a clean title. The learned judge held that the purchasers were bound to take the property subject to all mortgages other than the first mortgage, which was released. The first mortgagees were not parties to the administration suit nor parties to the sale. They were parties to the proposed conveyance for the purpose of conveying the legal

estate and releasing their mortgage. They were not before the court. The draft conveyance as originally prepared was to the purchaser in fee to hold absolutely discharged from the first mortgage debt and all claims and demands on account thereof; to which the first mortgagees added a provision that the property was to be subject to such right or equity of redemption as was subsisting, and was not released by the conveyance. Clause 7 of the conditions of sale provided thus: "The title to all the lots comprised in the foregoing particulars of sale shall commence with a general devise contained in the will dated the 18th day of March, 1858, of the late Hon. T. E. M. L. Mostyn, by virtue of which all the premises are believed, and shall be assumed, to have become vested in the vendors for an estate in fee simple in possession, subject to mortgages of large amount. The title will consist of a print of the said will and of the codicil thereto, and a deed of confirmation or consolidation of mortgages dated the 13th of August, 1880, and a subsequent deed of further charge and certain transfers. These deeds contain recitals of, or references to, the former charges on the property, which recitals shall be accepted as correct and complete unless proved to be otherwise, and no purchaser shall require other evidence or information as to the creation or devolution of such charges, or as to the title prior to the date of the said will." Condition 8 provided, "A life annuity of £2,000 per annum . . . which is charged . . . on the whole of the testator's real and personal estate in priority to all other charges thereon will be released. . . . The first mortgagees of the premises will join in the conveyance to each purchaser and will release the property purchased by him from all principal moneys and interest due upon the security of their mortgage; but, inasmuch as such principal moneys exceed in amount the money expected to arise by the proposed sale which will be handed over to the first mortgagees, no subsequent incumbrance will be abstracted or released, nor shall any objection, requisition, or inquiry be made in respect of any incumbrance subsequent to that of the first mortgagees, or on account of the money secured by any mortgage or incumbrance being trust money." Condition 11 provided: "As regards each lot the purchaser on payment . . . shall be entitled to a proper conveyance in accordance with these conditions and the foregoing particulars of the property purchased by him; such conveyance shall be prepared by and at the expense of the purchaser, and shall not contain or imply any covenant for title other than a statutory implied covenant against incumbrances, and the purchaser shall not require the concurrence in the conveyance of any person having only an equitable interest bound by the order for sale, other than the vendors who are selling as trustees of the will of the said testator."

THE COURT (LOPES and A. L. SMITH, L.JJ.) allowed the appeal.

LOPES, L.J., said that, in his opinion, the view taken by Kekewich, J., was erroneous. The case as between the vendors and purchasers was not difficult. Having regard to the conditions of sale the purchasers had contracted for and were entitled to a conveyance of the property purchased for an estate of inheritance free from incumbrances. The case depended on the conditions of sale, clauses 7, 8, and 11, and section 70 of the Companies Act, 1881. Kekewich, J., had not dealt with the 11th clause of the conditions of sale nor with section 70 of the Act. In the 7th and 8th conditions there was a clear notice of *puisne* incumbrances and, were there no other conditions, his lordship would have agreed with Kekewich, J. But condition 11 contained the words, "The purchaser shall not require the concurrence in the conveyance of any person having only an equitable interest bound by the order of sale," that was, who were bound by the order of sale. No doubt, whoever prepared that condition had in mind section 70 of the Conveyancing Act, 1881. That section was considered by the Court of Appeal in *Re Hall Dare's Contract* (21 Ch. D. 41). Sir G. Jessel there said, in concluding his judgment, that "the purchaser saw an order for sale made by the court and he was not bound to trouble himself any further. If any mistake had been made, still he was to get a good title, all claims of the persons interested in the estate being transferred to the purchase-money." In the present case the purchasers were, in his lordship's opinion, protected by the order of sale of the 23rd of July, 1892, from *puisne* incumbrances. Condition 11 appeared to state that, and correctly. The purchasers as against the vendors were entitled to have the property conveyed to them free from incumbrances. The alterations objected to by the purchasers were introduced by the first mortgagees, who were not before the court or parties to the contract for sale, and the court had no power to compel them to submit to the purchaser's requirements. If the first mortgagees insisted on the alterations, the purchasers must decline to complete; if the vendors could induce them to withdraw them, then the conveyance must be for an estate free from incumbrances and must, if the form of it could not be agreed to, be settled by one of the conveyancing counsel of the court. The appeal must be allowed, and the respondents pay the costs of it.

A. L. SMITH, L.J., concurred. The effect of section 70 was to make the order for sale binding on the subsequent incumbrances and prevent them taking objection to it as against the purchasers, as otherwise they might do on the ground that they had not concurred in or had notice of or consented to the order. The vendors were, therefore, in a position to give the purchasers an estate in fee simple free from incumbrances. The complaint of the purchasers that the conveyance tendered to them as settled by the vendors and first mortgagees shewed on the face of it that an estate free from incumbrances was not being given seemed to him well founded. If their complaint could not be met, they were entitled to refuse to complete. If it could they must then have the conveyance made to them free from incumbrances. There must be a declaration that the subsequent incumbrances were bound by the order.—COUNSEL, *Warmington*, Q.C., and *E. P. Hewitt*; *Renshaw*, Q.C., and *Warrington*. SOLICITORS, *Belfrage & Co.*, for *Chamberlain & Johnson*, Llandudno; *Hulberts & Hussey*.

[Reported by ARTHUR LAWRENCE, Barrister-at-Law.]

Re **PALMER, PALMER v. AINSWORTH**—No. 2, 9th August.

WILL—CONSTRUCTION—RESIDUE—SHARES OF RESIDUE GIVEN ABSOLUTELY BY WILL—CODICIL RESTRICTING THE GIFT OF ONE SHARE TO A LIFE INTEREST, WITH DIRECTION THAT UPON THE DECEASE OF THE LIFE TENANT THE SHARE SHOULD FALL INTO AND FORM PART OF THE RESIDUARY ESTATE.

Appeal from Stirling, J. This appeal raised a question as to whether the decision in *Humble* v. *Shore* (7 Ha. 247, and 1 H. & M., at p. 550) was good law—viz., that a direction that a share of residue given to A. for life should, upon A.'s death, fall into and form part of the residuary estate, is insufficient to carry the share to the other residuary legatees (see *ante*, p. 299, and *Holgate* v. *Jennings*, *ante*, p. 303). In the present case the testator by his will gave his residuary estate to trustees upon trust as to two equal fifth shares thereof for his two daughters Martha Palmer (now Mrs. Byng) and Alice Palmer as tenants in common absolutely; and as to the three remaining equal fifth shares thereof for his two sons Alfred and Edward Palmer as tenants in common absolutely. By a codicil he declared that the share of residue given by his will to his daughter Martha absolutely should be restricted to an interest for her life only, and that upon her death the same should fall into and form part of his residuary estate; and in all other respects he ratified and confirmed his will. Upon the death of the testator the question was raised as to whether or not there was an intestacy as to the *corpus* of the share of residue in which the daughter Martha had a life interest. The daughter Martha was still living, but all parties interested were desirous of having the present declaration of the court on the question of testacy or intestacy. Stirling, J., felt himself bound by the decision in *Humble* v. *Shore* to hold that there was an intestacy as to the *corpus* of Martha's share of the residue. The assignee for value of one of the other residuary legatees appealed. On behalf of the appellant the cases of *Crowshaw* v. *Crowshaw* (29 W. R. 68, 14 Ch. D. 817), *Re Rhoades* (33 W. R. 608, 29 Ch. D. 142), *Re Ballance* (37 W. R. 600, 42 Ch. D. 62), *Re Owen* (36 SOLICITORS' JOURNAL, 539), and *Holgate* v. *Jennings* (*ante*, p. 303), in all of which *Humble* v. *Shore* was criticized and distinguished, were relied on. On behalf of the respondents the cases of *Lightfoot* v. *Burstall* (12 W. R. 148, 1 H. & M. 546), *Re Barker's Estate* (15 Ch. D. 635), *Sykes* v. *Sykes* (L. R. 3 Ch. App. 301), *Cresswell* v. *Cheslyn* (2 Eden. 123), and *Re Savage's Trusts* (50 L. J. Ch. 131), all of which, it was contended, confirmed *Humble* v. *Shore*, were cited.

THE COURT (LINDLEY, LOPES, and A. L. SMITH, L.JJ.) allowed the appeal.

LINDLEY, L.J., reviewed the various cases in which *Humble* v. *Shore* had been approved and followed, or disapproved and distinguished; and observed that in the cases of *Cresswell* v. *Cheslyn* and *Sykes* v. *Sykes* there was merely a revocation of the gift of a share of residue, without any direction that such share should fall into and form part of the residue. His lordship said he could follow those cases, but not cases such as *Humble* v. *Shore*, where, notwithstanding the express direction of the testator that the revoked share of residue should again fall into residue, it was held that such share fell out of the residuary gift altogether, and was undisposed of. If *Humble* v. *Shore* had laid down any rule of law which had guided conveyancers in framing wills, it would perhaps be now too late for that court to decline to follow it. But Wigram, V.C., in *Humble* v. *Shore* had not professed to lay down any rule of law; he had sought for indications of the testator's intention, and said he could find no satisfactory indication of it. Other judges in following *Humble* v. *Shore* had construed similar wills in a similar way, and that line of cases afforded a striking illustration of the mischief done by construing one will by paying too much attention to decisions on other wills. Rules of law should be attended to, but if in any case the intention of the testator was stated with sufficient clearness to enable the court to ascertain it, then the court in that case should give effect to it, unless there was some law which compelled the court to ignore it; the mere fact that in other wills more or less like it other judges had not been satisfied as to the intentions expressed in them was not a sufficient ground for defeating an intention where the court considered it to be sufficiently expressed in the particular will it had to construe. His lordship was of opinion, in the present case, that by the will and codicil taken together the testator had given Mrs. Byng's share of the residue after her decease to his other residuary legatees; but in what proportions the other residuary legatees were to take it it was premature to determine, as Mrs. Byng was still living. This being the testator's plain intention, sufficiently expressed to enable the court to see it, the court should give effect to it, notwithstanding *Humble* v. *Shore*, and other cases following *Humble* v. *Shore*, which his lordship clearly thought were wrongly decided.

LOPES and A. L. SMITH, L.JJ., concurred.—COUNSEL, *Graham Hastings*, Q.C., and *E. S. Ford*; *Gifford*, Q.C., and *Kenyon Parker*; *Bains*. SOLICITORS, *Robins, Hay, Waters, & Lucas*; *Thomas White & Son*, for *Stanley, Wasbrough, & Doggett*, Bristol.

[Reported by M. J. BLAKE, Barrister-at-Law.]

High Court—Chancery Division.

Re **RAMUZ and EDWARDS'S CONTRACT**—Chitty, J., 3rd August.

VENDOR AND PURCHASER—CONTRACT—RESCISSION CLAUSE—SALE IN LOTS—NO TITLE TO ONE LOT.

Contract to sell four small lots of building land for £17. It subsequently appeared that the vendor had already conveyed one lot to another purchaser, and that another lot had been so encroached on by an adjoining owner as to be useless for building. The purchaser claimed £50 damages for the breach of contract, and threatened litigation. The vendor there-

upon rescinded the contract under a condition providing that "if any purchaser should make any objection or requisition of any kind whatsoever which the vendor should be unable or for any reason unwilling to remove or comply with, or should commence any litigation or threaten to do so, the vendor might annul the sale." Counsel for the purchaser contended that the above condition did not apply to the lot to which the vendor had shewn no title at all: *Bowman* v. *Hyland* (26 W. R. 877, 8 Ch. D. 588).

CHITTY, J., said that there was an entire contract for the four lots, but the evidence shewed that the vendor could only convey two lots and part of a third. It was argued that *Bowman* v. *Hyland* applied. In that case Hall, V.C., decided that such a rescission clause as the present did not apply where the vendor shewed no title at all, saying that it was not the kind of case in the contemplation of the parties when the clause was framed. But Hall, V.C., would never have held that if on a sale of a large estate no title to a small portion could be made, rescission was barred. The present case was intermediate between these two. The vendor could make a title to two lots and a fraction out of four. In his lordship's opinion the case was not within the principle of Hall, V.C.'s decision, and the vendor was entitled to rescind.—COUNSEL, *Edward Ford; Crossfield.* SOLICITORS, *C. R. Taylor; A. Syrett.*

[Reported by G. ROWLAND ALSTON, Barrister-at-Law.]

Re **EARL DYSART'S SETTLED ESTATES**—Chitty, J., 9th August.

PRACTICE—SETTLED ESTATES ACT, 1877, s. 23 (40 & 41 VICT. c. 18)—TENANT FOR LIFE—ANTECEDENT TERM.

Devise to the use of trustees for the term of twenty-one years upon certain trusts and from and after the expiration of the said term and subject thereto and to the trusts thereof to the use of A. B. for life. The trusts of the term were to pay certain debts, maintain A. B. and others, and accumulate the surplus as residuary personalty. On A. B. and the trustees presenting a petition for the sanction of the court to a proposed lease the point arose whether they came within the words of section 23 of the Act, which specifies the persons entitled to apply by petition, viz., "any person entitled to the possession or to the receipts of the rents and profits of any settled estates for a term of years determinable on his death, or for an estate for life, or any greater estate." It was stated by Jessel, M.R., in *Taylor* v. *Taylor* (1 Ch. D. 431, 24 W. R. Dig. 138) that no person other than those described in the section could petition, but orders had been made in cases similar to the present in the Irish case of *Ex parte Puxley* (I. R. 2 Eq. 237), followed by Malins, V.C., in *Re Harris* (28 W. R. 721). See Shelford, 9th ed., p. 651.

CHITTY, J., without going further into the matter, followed *Ex parte Puxley*.—COUNSEL, *Byrne*, Q.C., and *Strickland*; *Chubb*, *Rowley Elliston*, and *Wilcocks*. SOLICITOR, *J. A. Bertram.*

[Reported by G. ROWLAND ALSTON, Barrister-at-Law.]

JARVIS *v.* **JARVIS**—North, J., 2nd August.

CHARGE UPON MACHINERY—STATUTE OF FRAUDS, s. 4—BILLS OF SALE ACTS.

The King's Lynn Docks Co. (formed by Act of Parliament incorporating the Companies Clauses Act, 1845), who were the owners of lands at King's Lynn, let the same to a firm who failed. The docks company then purchased the machinery on the premises from the official receiver. To make the purchase the docks company borrowed £8,929 from their bankers, Messrs. Jarvis, and on the 12th of April, 1885, made a minute in their books to that effect, and that an assignment of the machinery should be made to Messrs. Jarvis. 6½ per cent. compound interest was to be charged on the amount owing. This was not referred to in the minute. No assignment of the machinery was ever made. On the 19th of March, 1887, the docks company, by a memorandum under their seal, acknowledged the debt of £8,929 to Messrs. Jarvis, and undertook to hand over to them rents to be received for the machinery by the docks company from a company called the King's Lynn Seed Crushers Co. Accordingly, on the 25th of June, 1887, the docks company leased the premises to the seed crushing company, and on the same date agreed to give the use of the said machinery to the same company for ten years at £900 per annum, making in the aggregate £9,000, with interest at 4 per cent. on all moneys for the time being unpaid. The property in the machinery until the expiration or cesser of the term to be in the docks company, but to become the property of the seed crushing company on the expiration of the term, and payment of all moneys agreed to be paid therefor, or previously to the expiration of the term at the option of the seed crushing company on payment by them of the £9,000 and interest. This agreement was made with the concurrence of Messrs. Jarvis. The seed crushing company paid, and Messrs. Jarvis received, rents amounting to £450 for the machinery, reducing the debt owing to them of £8,929 to £7,479. No further payments were made by the seed crushing company, whose interest under the lease and agreement of the 25th of June came to an end. On the 3rd of April, 1889, they passed a resolution for a voluntary winding up, which was continued under the supervision of the court, and thereupon the docks company re-entered under the terms of their lease. In the meantime Messrs. Jarvis borrowed £8,000 from their London bankers, Messrs. Prescott, and on the 16th of April, 1888, wrote a letter to Messrs Prescott, in which they stated that they were entitled to the said machinery under a deed of charge or assignment from the docks company, upon which and other properties Messrs. Prescott had agreed to advance £8,000 and Messrs. Jarvis undertook to execute a proper charge upon all such properties and machinery to Messrs. Prescott. On the 25th of October, 1888, Messrs. Jarvis wrote another letter to the same effect to Messrs. Prescott, undertaking to execute a proper charge to them. One of the Messrs. Jarvis having died, this action was commenced by the survivor against the executrix of his deceased brother for an account, and on the 17th of November, 1888, a decree was made for such account and a receiver appointed. On the 8th of November, 1888, £11,240 was due by the docks company on their general balance of account to Messrs. Jarvis, which was reduced on the 24th of January 1889, to £10,992 11s. and interest. This sum included the £7,479 owing for the machinery. The docks company had paid to the receiver £2,025 16s., interest on the said balance down to the end of 1891. This was a summons by the plaintiff in the action to direct the receiver to pay the £2,025 16s. interest received to Messrs. Prescott. Messrs. Prescott were served, and submitted to be bound by any order that might be made.

NORTH, J., in delivering judgment, said that the agreement of the 25th of June, 1887, being made with the concurrence of Messrs. Jarvis, the machinery could not be assigned to them. It was obvious that the claim could not succeed to the full extent; the amount in dispute did not in any way represent the machinery in question or any part of the proceeds thereof, it was merely interest paid on a general balance, and the utmost Messrs. Prescott could in any event claim would be so much of the interest as was paid in respect of such portion of the general balance as was charged to them by way of security, and they could only succeed as to such interest if they could establish a claim for the principal upon this machinery or its proceeds. It was contended that the claim must fail altogether because the machinery in question consisted chiefly, if not entirely, of articles which were trade fixtures and which were therefore land within section 4 of the Statute of Frauds, and any contract as to them must be evidenced by writing signed by the party to be charged, and that so far as such articles were not trade fixtures they were personal chattels which had never been in the possession of Messrs. Jarvis and of which no bill of sale had been registered or even executed. In his lordship's opinion this contention was well founded. So far as the machinery consisted of trade fixtures, no doubt an interest in them was an interest in land within section 4 of the Statute of Frauds. And there was no memorandum in writing of the contract, for the minute in the books of the docks company did not contain all the terms of the contract, and the memorandum of the 19th of March, 1887, did not supply the defect, for it merely related to the payment of rents for the machinery and did not refer to any agreement to assign. Messrs. Jarvis had, therefore, no charge on the machinery which they could or did assign to Messrs. Prescott. As to such part of the machinery as was not within the operation of the Statute of Frauds, the want of a bill of sale would prevent Messrs. Jarvis from recovering, for although under the Companies Clauses Act, 1845, no bill of sale was necessary between the docks company and the seed crushing company yet this had no application to the transaction between Messrs. Jarvis and Messrs. Prescott, because so far as the letters above referred to could operate to create any charge, it would only be because they operated as assignments of personal chattels or because they were assignments by which a right in equity to personal chattels was conferred, in either of which cases a bill of sale duly registered was essential. It was also contended for Messrs. Jarvis that they were entitled to a debt due from the docks company for which they had a security upon the machinery, and that whatever the case might be as to the security they could charge or assign the debt by parol without reference to the Bills of Sale Acts or the Statute of Frauds. But in his lordship's opinion this was not so. An assignment of or charge upon a secured debt must be accompanied by the same formalities as were essential to make the security effective in its creation. Under these circumstances his lordship held that Messrs. Prescott had no charge upon the principal debt of £10,992 11s. or any part of it, and could not, therefore, receive any part of the interest paid on that sum.—COUNSEL, *Sir Horace Davey*, Q.C., and *J. M. Stone*; *Cozens-Hardy*, Q.C., and *T. Rolls Warrington*. SOLICITORS, *G. F. Hudson, Mathews, & Co.*; *Young, Jones, & Co.*

[Reported by C. F. DUNCAN, Barrister-at-Law.]

ATTORNEY-GENERAL *v.* **HOOPER**—Stirling, J., 3rd August.

LOCAL GOVERNMENT—SIGNBOARD—CONTRAVENTION OF LOCAL ACT—JURISDICTION OF COMMISSIONERS TO REMOVE—NOTICE—6 WILL. 4, c. 25, s. 82.

This was a motion by the Attorney-General, at the relation of the Improvement Commissioners for Crediton, Devon, against one Hooper, the occupier of a house within the jurisdiction of the commissioners, to restrain the defendant, his servants and agents, from interfering with the commissioners, their servants and workmen, in the exercise of their powers in taking down and removing a certain signboard which had been put up by the defendant. The motion was by consent treated as the trial of the action. The commissioners derived their power by virtue of 6 Will. 4, c. 25, ss. 82-84. The defendant, towards the close of the year 1890, erected a signboard over his house; it stood about 22ft. above the street, and projected over the whole of the foot pavement and slightly over the road. A correspondence ensued between the clerk to the commissioners and the defendant, and ultimately, in November, 1892, the commissioners proceeded to remove the signboard, and were resisted by the defendant. Hence the present action. On the hearing of the motion two objections were taken by the defendant: first, that the commissioners never really formed a judgment that the sign was a nuisance or annoyance within the meaning of the Act. His lordship came to the conclusion, on the evidence before him, that the objection was not well founded. The second objection was that it was contrary to all principles of justice that the resolution of the commissioners should take effect, because no notice of the resolution was given to the defendant, and he had no opportunity of being heard in opposition. Reliance was placed upon *Hopkins* v. *Smethwick Local Board of Health* (38 W. R. 499, 24 Q. B. D. 712), *Goldstraw* v. *Duckworth* (28 W. R.

504, 5 Q. B. D. 275), and *Tinkler* v. *Wandsworth District Board of Works* (6 W. R. 50, 2 De G. & J. 261).

STIRLING, J., after considering *Hopkins* v. *Smethwick Local Board of Health*, which was decided on the authority of *Cooper* v. *Wandsworth District Board of Works* (14 C. B. N. S. 180) and *Vestry of St. James and St. John, Clerkenwell* v. *Feary* (24 Q. B. D. 703), said that the latter case, which turned upon section 81 of the Metropolis Local Management Act, 1855 (18 & 19 Vict. c. 120), gave a guide as to what ought to be done in the present case. The commissioners were not bound to act as a court; they gave fourteen days' notice, and the defendant should have asked to be heard if he objected. That was not done; he was advised that they had no jurisdiction to make the order, and took a wrong course. His lordship was not prepared to say the sign was not dangerous or annoying, and therefore the plaintiffs were entitled to the injunction they asked for.—COUNSEL, *Hastings*, Q.C., and *R. C. Glen*; *Beale*, Q.C., and *Whitaker*. SOLICITORS, *Coode, Kingdon, & Cotton*, for *James Wellington*, Crediton; *E. Robinson*, for *Edwin J. Vine*, Exmouth.

[Reported by W. SHALLCROSS GODDARD, Barrister-at-Law.]

Winding-up Cases.

Re **MACDONALD, SONS, & CO. (LIM.)**—Vaughan Williams, J., 7th August.

COMPANY—WINDING UP—COMPANIES ACT, 1867 (30 & 31 VICT. C. 131), S. 25—PAID-UP SHARES—REGISTRATION OF CONTRACT—SPECIFIC PERFORMANCE—AGREEMENT TO BECOME MEMBER—REGISTER OF MEMBERS—RETAINING CERTIFICATES FOR SHARES.

This was a summons to remove the names of certain persons from the list of contributories of the above-named company, which was being wound up by the court in the following circumstances:—The directors, on going to allotment, signed and sealed certificates for forty founders' shares in blank, which were to be issued to certain persons for services rendered to the company, and afterwards the secretary filled in the names of various persons (among whom were the applicants), and the certificates were sent to them. At the same time the secretary wrote to the applicants saying that the founders' shares were fully paid up, and that the applicants would incur no liability on them. No contract was registered in accordance with section 25 of the Companies Act, 1867. The certificates did not state on their face that the shares were fully paid up, and the applicants acknowledged the receipt of the certificates without raising any question on their not being fully paid up. The register of members contained only the names of ordinary shareholders. The company afterwards wrote to the applicants to the effect that the founders' shares had been irregularly posted to them, and asked the applicants to return them for their own interest, which the applicants did. The liquidator in the winding up settled the applicants on the list of contributories, and this summons was taken out raising the question whether they were liable by reason of section 25 of the Companies Act, 1867, for the cash amount of the shares held by them.

VAUGHAN WILLIAMS, J., held that the applicants were not so liable, and said, in giving judgment, that they were not liable unless they had become "members" of the company within the meaning of section 23 of the Companies Act, 1862. They were not on the register; they had no express agreement with the company, and the only implied agreement which would arise on their retention of the certificates of shares, which they were told by the company were fully paid-up shares, would be an agreement to take fully paid-up shares. After referring to *Arnot's case* (36 Ch. D. 702, 36 W. R. Dig. 34), *Blyth's case* (25 W. R. 200, 4 Ch. D. 140), and *Pagin & Gill's case* (25 W. R. 905, 6 Ch. D. 681), his lordship said that no contract to take shares other than fully paid-up shares, which would be so considered in law, could arise from the retention of shares which the company represented as fully paid at the time of the delivery and retention of the certificates. In the present case there seemed no pretence for saying that the applicants authorized their names to be put on the register or entered into any contract which irrevocably authorized their names to be put on the register in respect of these shares, which could not be treated as fully paid up. If they were to be treated as members, it must be because they had assumed dominion over the shares, but could it be said they did so by receiving and retaining certificates which they were told related to fully paid-up shares, whereas the shares really were shares which could not be treated as fully paid up? It seemed impossible to say that the names of these persons ought to be on the register because they accepted the certificates. Further, it might be said in this case that the contract was between the company and the vendor, to issue the founders' shares to the vendor or his nominees as part of the price payable to him on the sale of the property to the company, and that the position of the applicants as nominees of the vendor was that of transferees from the vendor, and the letter was evidence against the company that the amount of the founders' shares had been paid in cash (*Carling's case*, 24 W. R. 165, 1 Ch. D. 115; *De Ruvigne's case*, 5 Ch. D. 306; *Burkinshaw* v. *Nicholls*, 26 W. R. 819, 3 App. Cas. 1004). It would seem to follow that the recipients of the certificates could not, by reason merely of the retention of the certificates, be treated as the holders of shares on which they were liable to pay anything. The applicants would have no costs as against the official receiver.—COUNSEL, *Warrington*; *Israel Davis*. SOLICITORS, *Oldfields*; *Halses, Trustram, & Co.*

[Reported by V. DE S. FOWKE, Barrister-at-Law.]

High Court—Queen's Bench Division.

HARRIS v. **BEAUCHAMP BROTHERS**—8th August.

PRACTICE—ACTION AGAINST FIRM—INFANT PARTNER—JUDGMENT UNDER ORDER 14.

This was an appeal from the order of a judge at chambers giving judgment for the plaintiff under order 14. The action was brought against the firm of Beauchamp Brothers upon a dishonoured cheque alleged to have been signed by Ralph and Gilbert Beauchamp and given to the plaintiff as payment for goods sold and delivered to the firm. Ralph and Gilbert Beauchamp were the only two members of the firm of Beauchamp Brothers, and each of them entered an appearance in the action. It was alleged that Gilbert Beauchamp was a minor, and the contention of the defendants was that judgment could not go against a firm for a partnership debt when one of the members of the firm was an infant. The judgment, it was argued, must follow the terms of the writ, and must therefore be against the firm, and no judgment can be given against a firm which could not be given against each partner if sued individually; in the present case the infancy of Gilbert Beauchamp would be a good defence to an action against him individually, and therefore judgment could not be given against the firm. In support of these contentions ord. 48*a*, r. 5, and *Jackson* v. *Litchfield* (8 Q. B. D. 474) and *Western National Bank of New York* v. *Perez Triana & Co.* (1891, 1 Q. B. 304) were cited.

CAVE, J.—I am of opinion that this appeal must be dismissed. The action is brought against the firm of Beauchamp Brothers, and it is stated that there are two persons trading under that name—Ralph Beauchamp and Gilbert Beauchamp—and that Gilbert is an infant. Ralph Beauchamp is seeking to take advantage of the minority of his brother as a means of deferring payment of the firm's debts. He cannot do that. If Gilbert were in a position to elect, he would have to say whether he chose to affirm the contract of partnership, with all its liabilities, or to repudiate it and recover back from his brother any property which he may have brought in to the firm. Whether he can do that now is, I think, a matter of doubt. It is a discretion that the court would not exercise for him unless it was clear on which side the advantage of the infant lay. But whichever view be taken, whether the profits of the partnership are such as to make it clear that it is for his benefit to be considered a member of the firm or whether he ought to be considered as having repudiated his contract of partnership; in either case I think there is no answer to this action. Until the debts of the partnership have been paid there can be no profits and no divisible assets, so that until then it is impossible to say whether it is to the infant's advantage to affirm the contract. If, again, it is to be considered that Gilbert Beauchamp, being an infant, the contract of partnership is not binding upon him, then he is not a partner at all and the plaintiff has a right to sign judgment against Ralph Beauchamp, who is, according to that view, the sole partner of the firm. The right form of judgment will be judgment against the firm with a direction that execution shall not issue against Gilbert Beauchamp's separate property or his share (if any) in the partnership assets.

WRIGHT, J.—I am of the same opinion.—COUNSEL, *Herbert Reed*, Q.C., and *Frank Mellor*; *Channell*, Q.C., and *Wedderburn*. SOLICITORS, *Harper & Battcock*; *Godfrey & Webb*.

[Reported by T. R. C. DILL, Barrister-at-Law.]

Bankruptcy Cases.

Re **HILDESHEIM**, *Ex parte* **TRUSTEE**—C. A. No. 1, 4th August.

BANKRUPTCY—PROOF—MONEY LENT TO TRADER—INTEREST VARYING WITH PROFITS—SUBSTITUTION OF NEW AGREEMENT AT FIXED RATE OF INTEREST—PARTNERSHIP ACT, 1890 (53 & 54 VICT. C. 39), S. 3.

In 1880 David Hildesheim, under an agreement in writing, advanced to the debtor, his brother, the sum of £20,000, for the purpose of setting him up in business, and the debtor agreed to pay interest on the loan at the rate of 5 per cent. per annum, and an additional rate equal to one-fourth of the net profits of the business. Towards the end of 1885 negotiations took place between the parties as to a new agreement, the debtor stating that he was willing to repay the £20,000 out of the moneys coming to him, and David Hildesheim stating that he did not want the money repaid, but that he wanted a fixed rate of interest. Accordingly in January, 1886, the old agreement was terminated and a new agreement was entered into, by which David Hildesheim agreed "as from the 1st of January, 1886, to continue his existing loan to the said" debtor "of the sum of £20,000 upon the terms herein contained," and the debtor agreed "to pay the said David Hildesheim interest on the said sum of £20,000 at the rate of ten per cent. per annum by equal half-yearly payments." In January, 1893, a receiving order was made against the debtor, who was still carrying on business, and David Hildesheim lodged a proof against his estate for £20,000. The trustee rejected the proof, and his rejection was confirmed by the judge of the Manchester County Court, upon the ground that under section 3 of the Partnership Act, 1890, David Hildesheim was not entitled to recover anything in respect of the loan until the other creditors had been paid. The Divisional Court reversed this order, and allowed the proof. The trustee by leave appealed. Section 3 of 53 & 54 Vict. c. 39 provides that if any person engaged or about to engage in business, to whom money has been advanced by way of loan upon a contract with that person that the lender shall receive a rate of interest varying with the profits, is adjudged bankrupt, the lender of the loan shall not be entitled to recover anything in respect of his loan until the claims of the other creditors of the borrower have been satisfied.

THE COURT (LORD ESHER, M.R., and BOWEN and KAY, L.JJ.) allowed the appeal.

LORD ESHER, M.R., said that it had been held by this court in *Ex parte Mills* (L. R. 8 Ch. App. 569, 21 W. R. Dig. 31), and by KAY, J., in *Re Stone* (35 W. R. 54, 33 Ch. D. 541), that under section 5 of Bovill's Act (28 & 29 Vict. c. 86), which was similar in terms to section 3 of the Partnership Act, 1890, the state of things at the time when the money was advanced must be looked at. If there was only one advance it signified not how often the terms of the loan were changed, and if at the time of the advance the transaction came within the Act it remained still within it. The question whether there was only one advance was a question of fact. In 1880 the advance undoubtedly came within the Act. In 1886 the lender was trying to take his case out of the Act, and so he entered into a new agreement. But it was the same £20,000. In the new agreement the lender agreed to "continue his existing loan." It was not a new advance, there was only one advance, namely, that in 1880, though the terms were wholly changed, and at that time the transaction came within the Act, and it remained within the Act. In order to take an advance out of the Act the money must be repaid without any previous arrangement or understanding to re-lend it, and the transaction must be completely closed, and then there might be a perfectly new contract for a new advance. The appeal must therefore be allowed, and the judgment of the county court judge rejecting the proof must be restored.

BOWEN and KAY, L.JJ., concurred.—COUNSEL, *Sir H. Davey*, Q.C., and *Parry*; *Finlay*, Q.C., and *Yate Lee*. SOLICITORS, *Hollams, Sons, Coward, & Hawksley*; *Grundy, Kershaw, & Co.*

[Reported by W. F. BARRY, Barrister-at-Law.]

LAW SOCIETIES.

INCORPORATED LAW SOCIETY.

We continue from p. 687 our extracts from the report:—

Stamps on proceedings in court.—In November last the council received from the Lord Chancellor suggestions made by the Inland Revenue Department with reference to the use of impressed stamps on certain proceedings in court, instead of adhesive stamps as at present. The council made a representation to the Lord Chancellor on the subject, and expressed a hope that the proposed alteration would not be made, as they were satisfied it would result in additional trouble and inconvenience to the profession and the public, without any adequate corresponding advantage to the revenue. It was pointed out that at present solicitors can purchase at the offices of the High Court, or at their law stationers, adhesive stamps, of which they can keep a stock, and on presentation of the document so stamped the stamp is readily cancelled and the smallest amount of trouble is given; whereas if impressed stamps were required, an application would have to be made to an official who would receive the amount of the stamp, and hand the applicant a ticket to be presented to another official with the document to be stamped. If, however, the amount to be imposed is not one which can be impressed by one machine, the instrument has to be stamped by different officials. For instance, an amount of £6 18s. would require six operations, viz., one stamp of £5, one of £1, one of 10s., one of 5s., one of 2s., and one of 1s., and these stamps are impressed at six different places, but in the same room. The council considered that the number of adhesive stamps fraudulently used more than once must be comparatively small; and as an additional expense for an automatic recording press and an additional stamper to work it would have to be incurred if impressed stamps only were used, it was submitted that the public and the profession ought not to be put to the inconvenience of having to use impressed stamps for the sake of saving an insignificant loss to the revenue. The step suggested would be a retrograde one, and contrary to the excellent practice which has prevailed of late years of putting the taxpayer to the smallest amount of trouble in connection with the collection of the revenue. It was also feared that delay would often be caused which might be a serious hindrance in the frequent cases in which despatch is of great importance. The Lord Chancellor replied that after communication with the Treasury it had been decided not to press for the changes as to impressed stamps, but to endeavour to arrange for more effectual cancellation. His lordship thought that the best plan would be to arrange a conference on the subject between the Inland Revenue Office and the heads of the departments, and he invited the president to attend a meeting for the purpose. The president accordingly attended, when the representatives of the Inland Revenue suggested that, in addition to the present cancellation by perforating or defacing, the officer should write the name of the cause and the date across the stamp. This was objected to on the ground that such a cancellation is absolutely incompatible with the rapidity required in a busy office. It was finally arranged that the Inland Revenue should confer with each department separately, and ascertain what arrangement could be made for the protection of the Inland Revenue and the convenience of the public and the profession.

Voluntary settlements.—In their last annual report the council referred at length to the correspondence which took place between themselves and the Board of Trade regarding the avoidance of voluntary settlements under the 47th section of the Bankruptcy Act, 1883, at any time within ten years from the execution of the settlement, and they suggested that protection should be afforded to the rights of transferees for value, whether acquired directly from the owner or from those to whom he has made a voluntary transfer, and that the proper course to adopt would be, that after three months from the date of a voluntary gift or settlement all interests created for value under it should be protected, full recourse being reserved against trustees and beneficiaries as regards the proceeds arising from any dealing with property. The council said they could see no reason why such transferees should be in a worse position than if they had purchased direct from the settlor. The President of the Board of Trade suggested that some procedure might be devised for avoiding the uncertainties at present attending voluntary settlements by interposing the sanction of the court to the settlements at the time of their execution, to be given upon satisfactory evidence of the grantor's solvency. The council replied that they were still of opinion that an amendment of the existing law was necessary, and that they considered that the case of *Re Briggs and Spicer* (1872, Ch. 127 and 39 W. R. 377) shewed that property becomes unsaleable for ten years if made the subject of a voluntary settlement, and that it followed also that where land was so settled, leases and other arrangements made during that period were impeachable, and thereby greatly hindered and prejudiced; and moreover, that the land could not be utilized for allotments or small agricultural holdings, as the title could not be passed. The council urged that this state of things was undesirable and against public policy, and they were unable to see that the occasional possible injury to the creditors of an insolvent debtor was an evil calling for an interference so stringent and so seriously affecting the rights of property, especially as the power to follow the proceeds of the settled property would remain available to the trustee in bankruptcy. The council said they conceived it to be wholly unlikely that persons desiring to make voluntary settlements would submit the question of their solvency to a judicial or official investigation, which, to be of value, would necessarily be minute and expensive, and would, moreover, in the case of persons engaged in partnership transactions, be practically impossible. The council added that it would probably be found, if inquired into, that fraudulent settlements by insolvent persons were of rare occurrence, and, even when they occurred, involved small amounts; whereas the present state of the law has a widespread and injurious effect upon many meritorious transactions. The council at the same time took the opportunity of calling attention to the danger in which purchasers of land were involved by the secret title of trustees in bankruptcy, and the impossibility of guarding against that danger by any effectual searches. This subject was prominently brought into notice by the case of the *New Land Development Association* v. *James Fagence*, which was before the Court of Appeal on the 11th of April, 1892. In that case property was contracted to be sold in May, 1891, to Fagence, when it transpired that the person from whom the vendors had bought the property in October, 1890, and who became entitled, under the will of an aunt, in April, 1890, had been adjudged bankrupt in July, 1886. The court decided that the land vested in the bankruptcy trustee immediately on the death of the aunt, although had the property been personal property the sale would have been valid in favour of any person dealing *bonâ fide* with the bankrupt without knowledge of the bankruptcy. It will therefore be seen that in this case the title of a purchaser for value without notice is ousted by the secret title of a bankruptcy trustee. Not only is it practically impossible by any number of searches to guard against the risk thus disclosed, but the necessity for the attempt to make such numerous and costly searches is in direct conflict with the efforts of law reformers to simplify and cheapen land transfer and make title to land certain. It was pointed out that the Land Charges Registration and Searches Bill, 1888, promoted by this society, as originally introduced into Parliament, contained provisions for protecting purchasers for value in all cases where the receiving order had not been registered under that Act. Similar provision for the protection of the public in cases of private deeds of arrangement were also contained in the Bill and were allowed to become law, but the Board of Trade objected to the clauses as to bankruptcy, and they had to be abandoned. The council suggested that the subject should be reconsidered in the light thrown upon it by the case mentioned above. This year Lord Macnaghten introduced a Bill to the effect that voluntary conveyances, if made *bonâ fide*, should not be avoided under the Act 27 Eliz. c. 4, which the council considered and approved. The council sent his lordship a copy of their correspondence with the Board of Trade, and asked him to amend his Bill so as to give effect to the suggestions of the council. His lordship replied that he saw the force of the suggestions, but could not introduce them into his Bill, the object of which was different. Lord Macnaghten's Bill has since passed both Houses.

Land Transfer Bill.—In an early period of the session the Lord Chancellor, on behalf of the Government, introduced a Land Transfer Bill, a subject of which nothing had been heard since the session of 1889, in which Lord Halsbury's Bill was thrown out of the House of Lords. The present measure is less ambitious, and instead of repealing the Act of 1875, and attempting to construct a new system of registration of title, it accepts that Act and extends its operation. The chief objections to the Bill are: first, its compulsory nature, and second, the great extension of officialism which it involves. If the system were left as a voluntary one, to be accepted in fitting cases and avoided in others, with liberty to withdraw any property wholly or partly from the register, and if the experience of solicitors were utilized to simplify and organize the working of the Act, the measure might be a useful one, especially as the Lord Chancellor has evidently given much consideration to the objections urged by this society to the Bill of 1889, and has in many instances removed or greatly modified those objections. As soon as the Bill was introduced, the council appointed a Land Transfer Committee to watch its progress, and, in conjunction with the provincial law societies, to oppose the compulsory clauses. A conference was held in the hall of the society between that committee and representatives of the provincial law societies, as the outcome of which a deputation was appointed to wait upon the Lord Chancellor. His lordship received the deputation with great courtesy, listened attentively to all that was said, and shewed an evident desire to meet the

objections felt by solicitors so far as he could do so consistently with what he deemed his duty to the public. At the close of the interview he stated that, although he could not accede to the request, which was strongly urged, that the Bill should be referred to a select committee to take evidence, to shew the disastrous effect which the compulsory registration of title would produce upon dealings with land, especially in small cases, he would be glad to receive a statement of the views of the societies, and would careful consider whatever facts might be placed before him. The Land Transfer Committee prepared observations, to which were added reports from most of the provincial law societies, and tabulated statements shewing the rapidity and cheapness with which small conveyancing cases were carried out under the present system, and these observations were transmitted to the Lord Chancellor on the 16th of May, and, with his sanction, to the press and the law societies. The council desire to express their thanks, in which the society and the profession will join, to the provincial law societies for the zeal and energy with which they co-operated in this onerous and important work, and the readiness with which they obtained and sent in reports on the subjects on which information was required for the Lord Chancellor.

(To be continued.)

SOLICITORS' BENEVOLENT ASSOCIATION.

The usual monthly meeting of the board of directors of this association was held at the Law Institution, Chancery-lane, London, on Wednesday, the 9th inst., Mr. William Frank Blandy (Reading) in the chair. The other directors present were Messrs. R. Cunliffe, Grantham R. Dodd, Augustus Helder (Whitehaven), Frank Rowley Parker, Richard Pennington, Sidney Smith, Frederic T. Woolbert, and J. T. Scott (secretary). A sum of £601 10s. was distributed in grants of relief, five new members were admitted to the association, and other general business was transacted.

THE SITTINGS OF THE WINDING-UP JUDGE.

The following correspondence has recently passed between the Bar Committee and the Lord Chancellor:—

My Lord,—I am desired by the Bar Committee to bring to your notice the serious inconvenience occasioned by the existing arrangements for the conduct of "winding-up" business. In 1892 a joint committee appointed by the Bar Committee and the Incorporated Law Society to consider and report upon the tribunal charged with the administration of the affairs of joint-stock companies in liquidation presented a report upon the subject. A copy of that report, containing the following extract, was sent to the Lord Chancellor (Lord Halsbury):—"The committee consider that in order to give satisfaction to the public it is essential first, that the judge or judges appointed to deal with it should not go upon circuit. The importance of the first point is shewn by the consequences which follow in bankruptcy when the judge is on circuit. The whole bankruptcy jurisdiction is then nominally transferred to the judge who happens to be at the Queen's Bench Chambers for the day. Urgent cases must come before him, however special may be their character, and the bulk of the business is at a standstill. The committee strongly deprecates any such results in respect of winding-up business, in which cases of urgency involving matters of great moment frequently arise." Unfortunately no effect was given to this recommendation. Mr. Justice Vaughan Williams, to whom the "winding-up" business has been assigned, and who has for that purpose only been attached to the Chancery Division, has for some weeks been and now is on circuit. It is only at irregular and uncertain intervals that the learned judge is able to return to London for a single day (generally a Saturday). When so sitting, Mr. Justice Williams endeavours to deal with the mass of important business demanding his attention by sitting beyond the hour at which the courts usually rise. The following are the periods of the last five sittings:—Wednesday, June 21, 10.30 to 5.10: Saturday, June 24, 10.30 to 4.30: Saturday, July 1, 10.30 to 6.53; Saturday, July 8, 10.30 to 4.40; Thursday, July 13, 12 to 4.55. On the last-mentioned day the sitting of the court was advertised for 10.30, but his lordship, being detained by business on circuit, did not arrive until about 12 o'clock. To the public and to the profession these enforced absences from London and these irregular sittings in London are most unsatisfactory. When the learned judge is on circuit there is no possibility of making urgent applications in winding-up matters, the need of which constantly occurs, there being no other judge having jurisdiction to deal with such applications. Moreover, there is thrown upon the registrar, during the absence of the judge, a large amount of responsible work, which ought not to be disposed of without judicial investigation and consideration. In the view of the Bar Committee, it is essential that the judge should always be accessible, and, further, that his sittings in court should be frequent, regular, and within the usual hours. The cases dealt with by the judge in court involve vast sums of money and questions of novelty and difficulty, and such cases generally call for prompt and full consideration. The Bar Committee fully recognise the untiring diligence and devotion to duty displayed by Mr. Justice Vaughan Williams, and, feeling that it is not within his power to remedy the evils above stated, venture to express the hope that your lordship may think it right to take steps to effect a more satisfactory administration of justice in respect of the matters referred to.

I have the honour to be, my Lord, yours very faithfully and truly,

HENRY JAMES, Chairman of the Bar Committee.

House of Lords, S.W., July 27, 1893.

Sir,—I am directed by the Lord Chancellor to acknowledge the receipt of your letter of the 20th inst., with reference to inconvenience occasioned by the existing arrangements for the conduct of "winding-up" business, and to say that his lordship fully appreciates the importance of the subject, and the necessity of dealing with it forthwith. The Lord Chancellor will communicate with the judge by whom the business under the Companies (Winding-up) Act is transacted, and will mention to him that he is disposed to think it desirable that arrangements should be made for another judge always to take the business in the judge's absence, and that both those judges should never take part in the circuits at the same time.

I am, Sir, your obedient servant,

K. MUIR MACKENZIE

The Right Hon. Sir Henry James, Q.C., M.P.

MOTIONS IN THE CHANCERY DIVISION.

The following correspondence has passed between the Bar Committee and the judges of the Chancery Division:—

To Mr. Justice CHITTY,

My Lord,

The subject of the existing arrangements as to motions in the Chancery Division has recently been under the consideration of the Bar Committee. The Bar Committee consider it desirable that an arrangement should be made under which it should be competent for any member of the bar, on the return of the judge after the midday adjournment, or at some other definite time during motion day, whether motions have been closed or not, to move or mention any motion which has been agreed or which it has been arranged should stand over, or which is *ex parte* or in its nature unopposed. I am directed by the Bar Committee to apply to your lordship with the view of obtaining your sanction to such an arrangement in your lordship's court.

I am, my Lord,

Your obedient servant,

S. H. LOFTHOUSE,

Hon. Secretary of the Bar Committee.

Duplicates of this letter were sent to Mr. Justice North, Mr. Justice Stirling and Mr. Justice Kekewich.

Royal Courts of Justice,
27th July, 1893.

Dear Sir,

In answer to your letters of the 24th July, addressed to the judges of the Chancery Division, I am authorized to say that they see no objection to any member of the bar, on the return of the judge after the midday adjournment, on motion day, whether motions have been closed or not, moving, or mentioning any motion which has been agreed, or which it has been arranged should stand over, or which is *ex parte*, or in its nature unopposed, provided it be short.

I am, yours faithfully,

JOSEPH W. CHITTY.

S. H. S. Lofthouse, Esq.,
Hon. Secretary of the Bar Committee.

LEGAL NEWS.

APPOINTMENTS.

Mr. D. A. V. COLT-WILLIAMS, barrister, has been appointed by Mr. Justice Wills a Revising Barrister on the North Wales and Chester Circuit.

Mr. A. J. SPENCER, barrister, has been appointed an Examiner for the Council of Legal Education in the place of the late Mr. Thomas Brett.

Mr. WALTER MACE SHIPMAN, solicitor, Manchester, has been appointed a Commissioner for Oaths. Mr. Shipman was admitted in May, 1885, after passing the Final Examination with honours.

Mr. ARTHUR HUGH SHAW, solicitor, Leek, has been appointed a Commissioner for Oaths. Mr. Shaw was admitted in May, 1887.

Mr. HENRY GEORGE TROUGHTON, solicitor, 52, Lincoln's-inn-fields, W.C., has been appointed a Commissioner for Oaths. Mr. Troughton was admitted in January, 1887.

Mr. WM. KEATING TAYLOR, solicitor, Manchester, has been appointed a Commissioner for Oaths. Mr. Taylor was admitted in Easter, 1857.

Mr. WM. GEORGE VEALE, M.A., solicitor, Bristol, has been appointed a Commissioner for Oaths. Mr. Veale was admitted in April, 1887.

Mr. GEORGE FREDERICK FREELAND WHITE, solicitor, Warrington, has been appointed a Commissioner for Oaths. Mr. White was admitted in April, 1886. He is deputy-clerk to the borough magistrates, and vestry clerk to the parish of Holy Trinity.

Mr. WM. WILLEY, solicitor, Leeds, has been appointed a Commissioner for Oaths. Mr. Willey was admitted in March, 1887.

Mr. JOHN WORMALD, solicitor, Leeds, has been appointed a Commissioner for Oaths. Mr. Wormald was admitted in March, 1887.

Mr. ARTHUR WM. WELDON, solicitor, 27, Chancery-lane, W.C., has

been appointed a Commissioner for Oaths. Mr. Weldon was admitted in September, 1881, after passing the Final Examination with honours.

CHANGES IN PARTNERSHIPS.

Dissolutions.

Julius Octavius Jacobs and Edgar Francis Weldon, solicitors (Jacobs & Weldon), 16, St. Helen's-place, London. July 31. [*Gazette*, August 4.

Thomas Wallace Goldring, William Taylor Mitchell, and Charles Lewis Philips, solicitors (Goldring, Mitchell, & Philips), 20, Abchurch-lane, London. August 5. [*Gazette*, August 8.

INFORMATION WANTED.

Dr. William O'Halloran, deceased. — Any person who can give information respecting any will made by Deputy-Surgeon General William O'Halloran, late of Bourne Hall, Bournemouth, who died on the 24th of July, 1893, is requested to communicate at once with Messrs. Hopgoods & Dowson, No. 17, Whitehall-place, London, S.W., solicitors.

GENERAL.

A correspondent of the *St. James's Gazette* says that Italy at present is more occupied than ever by the exploits of the far-famed Tiburzi, who has for a considerable period terrorized with impunity on the borders of Etruria and the Roman Campagna, and whose authority there has possibly had more weight than that of King Humbert himself. Priests, mayors, minor officials, and other inhabitants, numbering altogether 250 souls, have been arrested and imprisoned as his abettors, and are now being tried in batches of twenty-five at a time at Viterbo. The calendar of assize relating to the 250 accused will extend to four series of trials, the first of which has just terminated in various sentences of imprisonment and fines. The remaining three series will be taken in turns shortly at specified times.

WINDING UP NOTICES.

London Gazette.—Friday, Aug. 4.

JOINT STOCK COMPANIES.

Limited in Chancery.

Bedford Park Stores, Limited—Petn for winding up, presented Aug 2, directed to be heard on Aug 9. Antill & Arnold, 1, Gresham bldgs, Basinghall st, solors for petners. Notice of appearing must reach the abovenamed not later than 6 o'clock in the afternoon of Aug 8

Central Collieries, Limited—Petn for winding up, presented Aug 1, directed to be heard on Aug 9. Carnegie, 52, Queen Victoria st. Notice of appearing must reach the abovenamed not later than 6 o'clock in the afternoon of Aug 8

Cigar Association, Limited—Creditors are required, on or before Sept 13, to send their names and addresses, and particulars of their demands or claims, to Julius Franks, 1, Copthall ct. Keddey & Co, Fenchurch st, solors for liquidator

Westray, Copeland, & Co, Limited—Creditors are required, on or before Sept 13, to send their names and addresses, and particulars of their debts or claims, to R. P. Miller and W. B. Peat, Bartow in Furness

Unlimited in Chancery.

Penzance and Newlyn Tramways Co—Petn for winding up, presented Aug 1, directed to be heard on Aug 9. Dangerfield & Blythe, 23, Craven st, Charing cross. Notice of appearing must reach the abovenamed not later than 6 o'clock in the afternoon of Aug 8

FRIENDLY SOCIETIES DISSOLVED.

Heart of Oak Lodge, Friendly United Order of Mechanics Society, New Inn, Wray, Lancaster. July 29

Independent Friendly Society, National Schools, Halesowen, Worcester. July 29

Litherland Loyal and Friendly Society, Litherland, Lancaster. July 29

London Gazette.—Tuesday, Aug. 8.

JOINT STOCK COMPANIES.

Limited in Chancery

Great Grimsby Onward Building Co, Limited—Creditors are required, on or before Oct 24, to send their names and addresses, and particulars of their debts and claims, to John Routh, Commercial bldgs, Leeds. Friday, Nov 3, at 12, is appointed for hearing and adjudicating upon the debts and claims

Silver District Transvaal Developing Syndicate, Limited—Creditors in the United Kingdom are required, on or before Sept 20, to send their names and addresses, and particulars of their debts or claims, to Walter Ford Andrewes, 8, Old Jewry. Julius & Thomas, Finsbury circus, solors for liquidators

Solvo Laundry Supply Co, Limited—Creditors are required, on or before Sept 4, to send their names and addresses, and particulars of their debts or claims, to Thornton Hart, 9, Air st. Lethgow, Wimpole st, solor for liquidator

CREDITORS' NOTICES.

UNDER 22 & 23 VICT. CAP. 35.

Last Day of Claim.

London Gazette.—Friday, July 28.

Austin, Caroline, Upton Vale ter, Torquay Sept 1 Lindop, Torquay

Barr, Robert, Sandmere rd, Clapham, Commission Agent Sept 1 Laurence & Co, Furnival's inn

Blaskett, George Edward, Folkestone, Fishmonger Aug 31 Watts & Watts, Folkestone

Bodenham, Irene de la Barre, Rotherwas, Hereford Aug 25 Witham & Co, Gray's inn square

Boniface, Margaret Eliza, Brighton Aug 31 Goodman, Brighton

Bradley, Mary, Tweeddale Arms Hotel, Tamworth Aug 29 Nevill & Atkins, Tamworth

Burney, Henry, Wavendon, Buckingham, Clerk in Holy Orders Sept 30 Tanqueray, Woburn

Davies, Emma Norris, Bracebridge, Lincoln Sept 1 Dalton & Kemp, Lincoln

Douglas, George, Bathurst, New South Wales, Esq Sept 1 Wadeson & Malleson, Austinfriars

Duke, George, Hull, Miller Sept 1 Priestman, Hull

Ellis, William, Holyhead, Anglesey, Currier Aug 30 Owen & Griffith, Bangor

Elphinstone, Thomas Phillips, Cranemoor, Christchurch, Southampton, Esq Sept 20 Druitt & Druitt, Christchurch

Entwistle, Jane, Broadwater Down, Tunbridge Wells Aug 29 Nevill & Atkins, Tamworth

Fernandes, Mary, Southport Aug 19 Artindale & Southern, Burnley

Gambles, William, Fyning Rogate, nr Petersfield, Hants, Cabinet Maker Sept 9 Perkins, Guildford

Gillow, William, Stock, Essex, Esq Sept 30 Fooks & Co, Carey st, Lincoln's inn

Harper, James Ward, Claverton st, Pimlico, Gent Sept 15 Crosse & Sons, Lancaster place, Strand

Honniball, William, West Buckland, Somerset, Gent Sept 1 Booker, Wellington

Johnson, William, Solihull, Warwick, Chimney Sweep Sept 30 King & Ludlow, Solihull

Light, Albert, Southampton, Tailor Sept 12 Sharp & Co, Southampton

Margereson, Peper, Sheffield, Slater Aug 24 Taylor & Co, Sheffield

Marks, Rebecca, Sutherland avenue, Maida vale Aug 21 Spyer & Sons, New Broad st

Nadin, Richard, Sheffield, Table Knife Cutler Aug 31 Webster & Styring, Sheffield

Nash, Sarah Dixon, Holland pk mansions, Notting hill Sept 30 Gasquet & Metcalfe, Idol lane, Eastcheap

Poole, William, Preston, Lancaster, Provision Merchant Aug 31 Preston & Son, Manchester

Powell, John, Old hill, Stafford, Coal Merchant Aug 7 Cooksey, Old hill

Preston, John, Spalding, Lincoln, Silversmith Aug 31 Maples & Son, Spalding

Richardson, Ann, Morpeth, Northumberland, Farmer Sept 1 Denison, Newcastle upon Tyne

Robson, Michael, Ovington, Northumberland Sept 1 Denison, Newcastle upon Tyne

Sagar, William Fielding, Burnley, Lancaster, Gent Aug 19 Artindale & Southern, Burnley

Smith, Harry, Hillside, Finchley, Esq Aug 31 Palmer & Bull, Bedford row

Smith, Thomas, Bursiem, Stafford, Brewer Aug 12 Challinors, Hanley

Staniforth, Alfred, Gent, Bangor Sept 15 Humphreys & Hirst, Halifax

Staniforth, Frances Jane, Sheffield Sept 15 Humphreys & Hirst, Halifax

Stennett, Jane, Sleaford Aug 19 Jessop & Co, Sleaford

St Oswald, Right Hon. Rowland, Baron, Nostell Priory, nr Wakefield Aug 24 Saunders, Regent st

Thorpe, Mary, Pontefract, York Aug 25 Foster & Raper, Pontefract

Vulliamy, Anne Maria, Ipswich Aug 21 King, Ipswich

Wills, Honor, Washington ter, Wimbdon Aug 31 Brice, Bridgwater

Wyllie, Caroline, Maple rd, Surbiton Aug 30 Home & Birkett, Lincoln's inn fields

Yardley, Benjamin, Endon, Stafford, Yeoman Aug 27 Julian, Bursiem

London Gazette.—Tuesday, Aug 1.

Amray, Joseph, Enfield Highway, Baker Sept 1 Wells, Paternoster row

Berry, Esther, Oxford rd, Windsor Aug 28 Phillips & Randle Ford, Windsor

Bottomley, Charles David, Walthamstow, Essex, Esq Sept 12 Harwood & Stephenson, Lombard st

Burrell, Frederick William, Heigham, Norwich, Coal Porter Sept 29 Bavin & Daynes, Norwich

Coates, Elizabeth, Withington, nr Manchester Sept 2 Booth, Ashton under Lyne

Cockerdge, Mary Caroline, Boyton, Suffolk Sept 6 Tatham & Proctor, Lincoln's inn fields

Coupe, Thomas, Preston, retired Publican Aug 21 Craven, Preston

Cribb, Arthur John, Highbury pl, Islington, MD Aug 26 Bertram, Norfolk st, Strand

Devitt, Patrick, Hulme, Manchester, Cattle Dealer Aug 10 Dunderdale, Manchester

Dicken, William, Ashton under Lyne, Mechanic Aug 26 Bromley, Ashton under Lyne

Foot, Henry John Maxwell, Mona Lodge, Surbiton, Esq Aug 31 Budd & Co, Austinfriars

Hayward, Cordelia Eliza, Mossley hill, nr Liverpool Aug 31 Whitley & Co, Liverpool

Hayward, Richard Gill, Mossley hill, nr Liverpool, Fruit Broker Sept 30 Whitley & Co, Liverpool

Heap, Eliza, Bath Sept 1 Houghton & Son, New Broad st

Henshaw, Frederick Henry, Aston, Birmingham, Artist Sept 29 Mason & Son, Birmingham

Hodges, Thomas, Southport, Circus Equestrian Aug 28 Coley & Coley, Birmingham

Hodgson, John, Northallerton, York, Esq, J P Sept 9 Jefferson & Son, Northallerton

King, Samuel, Costa st, Peckham Sept 9 Marsden & Son, Church st, Camberwell

Lake, William, Wakefield, Gent Sept 22 Harrison & Co, Wakefield

Lovell, Charles Williams, Weymouth, Ship Owner Sept 8 Steggall & Hooper, Weymouth

Parker, William, Skipton, Yorks, Gent Aug 24 Granger & Askren, Leeds

Plummer, Abraham Thomas, Leeds, Innkeeper Aug 31 Stott, Leeds

Potter, Frederick John, Globe rd, Mile End, Oilman Sept 1 Thomas Crafts, Swadlincote, nr Burton upon Trent

Rickman, Lydia, Upper Tulse Hill Aug 31 Hopgoods & Dowson, Whitehall place

Scawell, Reverend Henry Walter, Little Berkhampstead, Hertford, Rector Aug 31 Wade-Gery, St. Neots

Shaw-Yates, Robert Bentley, Rotherham, York, Esq Oct 1 Laycock & Co, Huddersfield

Smith, John Lilly, Edgbaston, Warwick, Solicitor Sept 30 King & Ludlow, Birmingham

Spurrier, William, Birmingham, Electro-plate Manufacturer Sept 11 Crawford & Chester, Cannon st

Stephenson, Jane Rowell, Ashfield terrace West, Newcastle upon Tyne Nov 1 Chartres & Youll, Newcastle upon Tyne

Talmadge, John Trinder, Penn rd villas, Holloway, Gent Oct 1 Davidson & Morris, Queen Victoria st

Villers-Wilkes, Emma Chadwick, Edgbaston, Birmingham Sept 29 Mason & Son, Birmingham

Withnall, James Scott, Stretford, Lancaster Sept 20 Lloyd & Davies, Manchester

BANKRUPTCY NOTICES.

London Gazette.—FRIDAY, Aug 4.

RECEIVING ORDERS.

BERRIMAN, SAMUEL, York, Sauce Manufacturer York Pet July 31 Ord July 31

BEST, JAMES, Kenninghall rd, Clapton, of no occupation High Court Pet July 15 Ord Aug 1

BLIND, RUDOLF, Dumford house, nr Petersfield, Artist High Court Pet July 15 Ord Aug 1

BOTT, FREDERICK WILLIAMS, Stetchford, Worcs, Coal Merchant Birmingham Pet Aug 1 Ord Aug 1

BRIGG, JOHN, Cross Flatts, Bingley, Yorks, Contractor Bradford Pet Aug 2 Ord Aug 2

BURRIDGE, WILLIAM, Buckland, Hampshire, House Painter Portsmouth Pet July 31 Ord July 31

CARTER, EDWIN NATHANIEL, Montpelier rd, Peckham, Surveyor High Court Pet July 11 Ord Aug 1

CARTWRIGHT, WILLIAM EDWARD, Newcastle under Lyme, Solicitor Hanley, Burslem, and Tunstall Pet July 20 Ord Aug 1

CARVELL, WILLIAM, Leamington, Tailor Warwick Pet Aug 2 Ord Aug 2

CHEETHAM, JAMES EDWARD, and SAMUEL CHEETHAM, Irlams o' th' Height, Lancashire, Builders Salford Pet Aug 2 Ord Aug 2

CLEMENT, SAMUEL, Bow rd, Coffee house Keeper High Court Pet Aug 1 Ord Aug 1

COLE, EDWARD, Kingsland rd, Licensed Victualler High Court Pet July 7 Ord Aug 1

COOPER, JOHN, Huddlestone rd, Holloway, Commercial Traveller High Court Pet Aug 2 Ord Aug 2

COUSINS, WILLIAM, Ferndale rd, Clapham, Wine Merchant Wandsworth Pet July 31 Ord July 31

CROPPER, SAMUEL, Fann st High Court Pet July 13 Ord Aug 1

DAVIES, BENJAMIN, Tylorstown, Glam, Boot Dealer Pontypridd Pet Aug 2 Ord Aug 2

DAVIES, DAVID, Abercarn, Monmouthshire, General Dealer Newport, Mon Pet July 31 Ord July 31

DICK, CHARLES GEORGE COTSFORD, Ventnor, Gent Newport and Ryde Pet July 29 Ord July 29

DUNN, JAMES COLMORE, Ormiston rd, Uxbridge rd, Gent High Court Pet Aug 2 Ord Aug 2

EDWARDS, JOHN, Colwyn Bay, Denbighshire, Butcher Bangor Pet July 18 Ord Aug 1

ELLIS, CHARLES WILLIAM, Sheffield, Clothier Sheffield Pet Aug 2 Ord Aug 2

FIRMAN, WILLIAM BAKER, Halstead, Essex, Licensed Victualler Colchester Pet Aug 2 Ord Aug 2

GATES, GEORGE MURRAY, Milson rd, West Kensington, Musical Director High Court Pet Aug 1 Ord Aug 1

GATE, JOSEPH, Hare ct, Aldersgate st, Underclothing Manufacturer High Court Pet Aug 2 Ord Aug 2

GODWIN, ROBERT CHARLES RUMSEY, Mere, Wiltshire, Clerk Salisbury Pet Aug 1 Ord Aug 1

GREY, FRANCIS GRAHAM, Canton, Cardiff, Domestic Machine Dealer Cardiff Pet July 31 Ord July 31

GROVES, JAMES EDWARD, County ter, New Kent rd, Decorator High Court Pet July 31 Ord July 31

HEPWORTH, WALTER, Cudworth, Yorkshire, Grocer Barnsley Pet July 31 Ord July 31

HODGSON, DAVID, Elland, Yorkshire, Boiler Maker Halifax Pet Aug 1 Ord Aug 1

HOWELL, EDWARD, Worlington, Suffolk, Blacksmith Bury St Edmunds Pet July 31 Ord July 31

HUTCHINSON, HENRY, Thornaby on Tees, Fruiterer Stockton on Tees and Middlesborough Pet July 31 Ord July 31

JENKINS, GRIFFITH, Llantrissant, Glamorganshire, Commercial Traveller Pontypridd Pet July 29 Ord July 31

JONES, HOPKIN, Pontardawe, Glamorganshire, Commission Agent Neath Pet July 31 Ord July 31

JONES, THOMAS, Swansea, Manager Swansea Pet Aug 1 Ord Aug 1

JONES, WILLIAM EDWARD, Bristol, Surveyor Bristol Pet Aug 1 Ord Aug 1

KEEL, MARTHA, Newbury, Berks, China Dealer Newbury Pet Aug 1 Ord Aug 1

KENNEDY BELL, JOHN ROBERT, Thatcham, Berkshire, Clerk in Holy Orders Newbury Pet July 29 Ord July 29

KENTISH, JOHN, Hatfield, Hertfordshire, Beer Retailer St Albans Pet July 29 Ord July 29

LACEY, WILLIAM RANDALL, the Butts, Brentford, Contractor Brentford Pet June 5 Ord Aug 1

LANE, THOMAS, Rochford, Essex, Grocer Chelmsford Pet July 29 Ord July 29

MACHIN, PETER, Altofts, nr Normanton, Innkeeper Wakefield Pet Aug 1 Ord Aug 1

MEATYARD, HERBERT RUTLAND, Sheffield, Glass Merchant Sheffield Pet Aug 2 Ord Aug 2

MILNE, HERBERT DAVID, Crayford, Kent, Watchmaker Rochester Pet July 31 Ord July 31

OSMOND, CHARLES ALEXANDER, Hungerford, Berks, Innkeeper Newbury Pet July 31 Ord July 31

PENROSE, J D, & SONS, Drayton Park, Flour Merchants High Court Pet July 14 Ord Aug 2

RHEAD, JOSEPH, Fenton, Staffordshire, Farmer Stoke on Trent and Longton Pet July 29 Ord Aug 1

ROBINSON, WILLIAM, Carlisle, Grocer Carlisle Pet Aug 2 Ord Aug 2

ROWLAND, JOHN RICHARDS, Leyton, Essex, Accountant High Court Pet July 18 Ord July 31

SCOTNEY, WILLIAM, Leicester, Licensed Victualler Leicester Pet July 20 Ord Aug 2

SNELL, ROBERT CHARLES, Pinner's court, Old Broad st, Stock Dealer High Court Pet June 29 Ord July 31

STEAD, EPHRAIM, Laisterdyke, Bradford, Woolsorter Bradford Pet Aug 2 Ord Aug 2

STOKES, ROBERT JAMES, and JOHN EDWARD STOKES, Dover, House Agents Canterbury Pet Aug 2 Ord Aug 2

SWALE, WILLIAM, Halifax, Fishmonger, Halifax Pet July 31 Ord July 31

SWIFT, JOHN, Southend on Sea, Druggist Chelmsford Pet July 29 Ord July 29

SUTHERLAND, ANDREW JOHN, Queen st, Cheapside, Auctioneer High Court Pet June 20 Ord July 27

TOOTELL, THOMAS, Nottingham, Assurance Agent Nottingham Pet Aug 2 Ord Aug 2

TRUDGILL, THOMAS WILLIAM, Nelson, Lancashire, Brushmaker Burnley Pet July 31 Ord July 31

TURNER, THOMAS, Hastings, Licensed Victualler Hastings Pet July 31 Ord July 31

VAN GELDER, MACHIEL, Grosvenor rd, Canonbury, Meat Salesman High Court Pet July 15 Ord July 31

VIGOR, JOHN ALFRED, Great College st, Camden Town, Tailor High Court Pet Aug 1 Ord Aug 1

WALTON, JOHN HENRY, Birmingham, Butcher's Manager Birmingham Pet July 31 Ord July 31

WILKINS, WILLIAM HENRY, Union rd, Clapham rd, Builder High Court Pet July 10 Ord July 31

WILKIN, ROBERT JAMES, Darlington, Baker Stockton on Tees and Middlesborough Pet July 29 Ord July 29

WILLEY, GEORGE, Leicester, Fruit Salesman Leicester Pet Aug 1 Ord Aug 2

ORDER RESCINDING RECEIVING ORDER.

EVANCE, ALFRED, Bourton, Dorsetshire, Gent Salisbury Ord Feb 24 Rese April 19

ORDER RESCINDING RECEIVING ORDER AND ANNULLING ADJUDICATION.

MAXEY, HENRY JESSE, Bishopsgate st, Stock Dealer High Court Rec Ord March 22 Adjud March 29 Rese and Annulmt Aug 2

FIRST MEETINGS.

ADAMS, HENRY, Tunbridge Wells, Builder Aug 15 at 1 24, Railway app, London Bridge

ADAMS, HENRY, Sutton, Surrey, Builder Aug 14 at 11.30 24, Railway app, London Bridge

AHLFELDT, FREDERICK CARL, Sandown, Isle of Wight, Gent Aug 12 at 2 19, Quay st, Newport

BARRANCE, EDMUND CARACTICUS, Mildenhall, Suffolk, Wine Merchant Aug 16 at 12.30 Guildhall, Bury St Edmunds

BARTON, RICHARD GEORGE, Faversham, Kent, Bootmaker Aug 11 at 11 Off Rec, 73, Castle st, Canterbury

BAXTER, RICHARD WILLIAM, Reading, Dairyman Aug 16 at 12 Queen's Hotel, Reading

BERRIMAN, SAMUEL, York, Sauce Manufacturer Aug 11 at 12.30 Off Rec, 28, Stonegate, York

BURRIDGE, WILLIAM, Buckland, Hampshire, House Painter Aug 28 at 4.30 Off Rec, Cambridge Junction, High st, Portsmouth

BURCH, ELIZABETH M, Ashford, Kent, out of business Aug 11 at 10.30 Off Rec, 73, Castle st, Canterbury

CALCUTT, HENRY JOHN, Tottenham Court rd, Stationer Aug 15 at 12 Bankruptcy bldgs, Carey st

CHAMPAGNE, CATHERINE MARY, Harley st, Widow Aug 15 at 2.30 Bankruptcy bldgs, Carey st

COBB, WILLIAM, Dorchester, Builder Aug 15 at 12 1, St Aldate's, Oxford

DINNING, WILLIAM, Newcastle on Tyne, Mason Aug 12 at 11.30 Off Rec, Pink lane, Newcastle on Tyne

DOBSON, WILLIAM, the Broadway, London Fields, Greengrocer Aug 16 at 11 Bankruptcy bldgs, Carey st

ELLIOTT, WILLIAM, Nottingham, Boot Manufacturer Aug 11 at 12 Off Rec, St Peter's Church walk, Nottingham

ENGLISH, THEODORE HEWITT, Clevedon, Somersetshire, Nurseryman Aug 16 at 1 Off Rec, Bank chmbrs, Corn st, Bristol

ENGLAND, WILLIAM, Barwell, nr Hinckley, Boot Manufacturer Aug 11 at 12.30 Off Rec, 34, Friar lane, Leicester

FLOYD, JOHN, Lewes, Sussex, Builder Aug 15 at 12 Off Rec, 4, Pavilion bldgs, Brighton

FRAIL, HARRY S, Bodicote, Oxfordshire, Accountant Aug 23 at 9.30 County Court Office, Banbury

GILKS, JAMES ALFRED, Tottenham, Plumber Aug 14 at 12 Off Rec, 95, Temple chmbrs, Temple avenue, E.C.

GRIMMER, EDGAR ROBERT, Upton lane, Forest Gate, Mourning Draper Aug 16 at 1 Bankruptcy bldgs, Carey st

HOBBS, JOHN THOMAS, Leamington Spa, Hotel Keeper Aug 15 at 11.45 Off Rec, 17, Hertford st, Coventry

HODGSON, DAVID, Elland, Yorkshire, Boiler Maker Aug 15 at 11 Off Rec, Townhall chmbrs, Halifax

HOME, GEORGE, Goldhurst ter West, South Hampstead, Tutor Aug 14 at 11 Bankruptcy bldgs, Carey st

HOWELL, EDWARD, Worlington, Suffolk, Blacksmith Aug 16 at 3 Guildhall, Bury St Edmunds

JONES, JAMES, Mountain Ash, Glamorganshire, Builder Aug 11 at 2 Off Rec, 65, High st, Merthyr Tydfil

JONES, WILLIAM EDWARD, Westbury on Trym, Surveyor Aug 16 at 3 Off Rec, Bank chmbrs, Corn st, Bristol

KILBURN, WILMAN, Dewsbury, Lodging-house Keeper Aug 11 at 3 Off Rec, Bank chmbrs, Batley

MACHIN, PETER, Altofts, nr Normanton, Innkeeper Aug 11 at 11 Off Rec, Bond ter, Wakefield

MELLOR, CHARLES, Harrogate, Barrister at Law Aug 16 at 2 Off Rec, 28, Stonegate, York

MILNE, HERBERT DAVID, Crayford, Kent, Watchmaker Aug 15 at 11 30 Off Rec, Rochester

PALMER, HENRY EDWIN, Aldermanbury, Glove Agent Aug 15 at 1 Bankruptcy bldgs, Carey st

PANTER, ALFRED, Leicester, out of business Aug 11 at 3 Off Rec, 34, Friar lane, Leicester

QUANT, HENRY, Ynysybwl, Glamorganshire, Greengrocer Aug 11 at 12 Off Rec, 65, High st, Merthyr Tydfil

SIMPSON, THOMAS WILLIAM, Darlaston, Baker Aug 17 at 10.30 Off Rec, Walsall

SPYER, JAMES, Gracechurch st, Insurance Broker Aug 15 at 12 Bankruptcy bldgs, Carey st

STIRZAKER, SAM EDWARD, Hightown Heights, Liversedge, Chemical Manufacturer Aug 11 at 4 Off Rec, Bank chmbrs, Batley

SWALE, WILLIAM, Halifax, Fishmonger Aug 15 at 3 Off Rec, Ogden's chmbrs, Bridge st, Manchester

TOMLINSON, THOMAS, Uttoxeter, Wheelwright Aug 16 at 11.30 Midland Hotel, Station st, Burton on Trent

TRISCOTT, CHARLES MARK PETT HOWATT, Blackheath, Kent, Secretary Aug 28 at 4 Off Rec, Cambridge Junction, High st, Portsmouth

WEBSTER, WILLIAM EDWARD, Walsall, Chain Maker Aug 17 at 10 Off Rec, Walsall

WRIGHT, CHARLES, Little Shelford, Cambridgeshire, Publican Aug 16 at 12 Off Rec, 5, Petty Cury, Cambridge

WRIGHT, ROBERT, Eastgate, Peterborough, Builder Aug 29 at 12 Law Courts, Peterborough

ADJUDICATIONS.

AHLFELDT, FREDERICK CARL, Sandown, Isle of Wight, Gent Newport and Ryde Pet July 21 Ord Aug 1

BERRIMAN, SAMUEL, York, Sauce Manufacturer York Pet July 31 Ord July 31

BOTT, FREDERICK WILLIAM, Stechford, Worcestershire, Coal Merchant Birmingham Pet Aug 1 Ord Aug 2

BRIGG, JOHN, Cross Flats, Bingley, Contractor Bradford Pet Aug 2 Ord Aug 2

BURRIDGE, WILLIAM, Buckland, Hampshire, House Painter Portsmouth Pet July 31 Ord July 31

BURT, FREDERICK, Stockfield rd, Streatham, Builder Wandsworth Pet July 26 Ord Aug 1

CARVELL, WILLIAM, Leamington, Tailor Warwick Pet Aug 2 Ord Aug 2

CHAMPAGNE, CATHERINE MARY, Harley st, Widow High Court Pet June 26 Ord July 31

CHEETHAM, JAMES EDWARD, and SAMUEL CHEETHAM, Irlams o' th' Height, Lancashire, Builders Salford Pet Aug 2 Ord Aug 2

CLEAVER, RICHARD, Lichfield, Seedsman Walsall Pet July 7 Ord July 28

CONSTANTINIDI, ALEXANDER SOPHOCLES, Kensington Park rd, Notting Hill, Merchant High Court Pet July 20 Ord July 29

COUSINS, WILLIAM, Ferndale rd, Clapham, Wine Merchant Wandsworth Pet July 31 Ord July 31

DAVIES, DAVID, Abercarn, Monmouthshire, General Dealer Newport, Mon Pet July 31 Ord July 31

DICK, CHARLES GEORGE COTSFORD, Ventnor, Isle of Wight, Gent Newport and Ryde Pet July 29 Ord July 29

DOBSON, WILLIAM, the Broadway, London Fields, Greengrocer High Court Pet July 25 Ord July 31

DUNN, JAMES COLMORE, Ormiston rd, Uxbridge rd, Gent High Court Pet Aug 2 Ord Aug 2

ELLIS, CHARLES WILLIAM, Sheffield, Clothier Sheffield Pet Aug 2 Ord Aug 2

FIRMAN, WILLIAM BAKER, Halstead, Essex, Licensed Victualler Colchester Pet Aug 2 Ord Aug 2

FRENE, J HERBERT, Newton rd, Westbourne grove High Court Pet April 22 Ord Aug 2

GARDINER, EDGAR JOHN, and JOSEPH THOMPSON, Mortimer st, Tailors High Court Pet July 7 Ord July 29

GATES, GEORGE MURRAY, Milson rd, West Kensington, Musical Director High Court Pet Aug 1 Ord Aug 1

GODWIN, ROBERT CHARLES RUMSEY, Mere, Wiltshire, Clerk Salisbury Pet Aug 1 Ord Aug 2

GREY, FRANCIS GRAHAM, Cardiff, Domestic Machine Dealer Cardiff Pet July 31 Ord July 31

GROVES, JAMES EDWARD, County terrace, New Kent rd, Decorator High Court Pet July 31 Ord Aug 2

HEPWORTH, WALTER, Cudworth, Yorkshire, Grocer Barnsley Pet July 29 Ord July 31

HOBBS, JOHN THOMAS, Leamington Spa, Hotel Keeper Warwick Pet July 26 Ord Aug 2

HOME, GEORGE, Goldhurst terrace West, South Hampstead, Tutor High Court Pet July 12 Ord July 29

HOUSE, RICHARD, Fore st avenue High Court Pet May 30 Ord Aug 1

HOWELL, EDWARD, Worlington, Suffolk, Blacksmith Bury St Edmunds Pet July 31 Ord July 31

HUTCHINSON, HENRY, Thornaby on Tees, Fruiterer Stockton on Tees and Middlesborough Pet July 31 Ord July 31

JENNINGS, HARRY, Leicester, Shop Window Fitter Leicester Pet July 15 Ord July 31

JESSETT, CORNELIUS, Priors Marston, Warwickshire, Labourer Warwick Pet April 26 Ord Aug 2

JONES, HOPKIN, Portardawe, Glamorganshire, Commission Agent Neath Pet July 31 Ord July 31

JONES, THOMAS, Swansea, Manager Swansea Pet Aug 1 Ord Aug 1

KEEL, MARTHA, Newbury, Berkshire, China Dealer Newbury Pet Aug 1 Ord Aug 1

KENNEDY BELL, JOHN ROBERT, Thatcham, Berkshire, Clerk in Holy Orders Newbury Pet July 29 Ord July 29

KENTISH, JOHN, Hatfield, Beer Retailer St Albans Pet July 29 Ord July 29

LANE, THOMAS, Rochford, Essex, Grocer Chelmsford Pet July 28 Ord July 29

LEE, THOMAS, Weston super Mare, Boot Dealer Bridgwater Pet June 27 Ord July 31

LEMBERG, PHILIP, Eresby rd, Kilburn, Merchant High Court Pet June 16 Ord Aug 1

MACHIN, PETER, Altofts, nr Normanton, Innkeeper Wakefield Pet Aug 1 Ord Aug 1

MILNE, HERBERT DAVID, Crayford, Kent, Watchmaker Rochester Pet July 31 Ord July 31

MEATYARD, HERBERT RUTLAND, Sheffield, Glass Merchant Sheffield Pet Aug 1 Ord Aug 2

OSMOND, CHARLES ALEXANDER, Hungerford, Berkshire, Innkeeper Newbury Pet July 29 Ord July 31

POINGDESTRE, WALTER F, Colville Mansions, Notting Hill High Court Pet July 29 Ord July 29

RHEAD, JOSEPH, Fenton, Staffordshire, Farmer Stoke upon Trent and Longton Pet July 29 Ord Aug 1

ROBINSON, WILLIAM, Carlisle, Grocer Carlisle Pet Aug 2 Ord Aug 2

ROUND, ALFRED, Oldbury, Worcestershire, Builder West Bromwich Pet July 19 Ord July 28

RUTHERFORD, SQUIRE KNIGHT, Shrubbery rd, Tottenham, Engineer High Court Pet April 15 Ord July 29 (At County Court of Middlesex, holden at Edmonton, June 16, at the High Court of Justice in Bankruptcy on transfer)

SIMPSON, THOMAS WILLIAM, Cock st, Darlaston, Baker Walsall Pet July 28 Ord July 28

STEAD, EPHRAIM, Laisterdyke, Bradford, Wool Sorter Bradford Pet Aug 2 Ord Aug 2

STOKES, ROBERT JAMES, and JOHN EDWARD STOKES, Dover, House Agents Canterbury Pet Aug 2 Ord Aug 2

SWIFT, JOHN, Southend on Sea, Druggist Chelmsford Pet July 29 Ord July 29

TOOTELL, THOMAS, Nottingham, Assurance Agent Nottingham Pet Aug 2 Ord Aug 2

TRUDGILL, THOMAS WILLIAM, Nelson, Lancashire, Brush Maker Burnley Pet July 31 Ord July 31

UAR, EDMUND, Featherstone bldgs, Holborn, Indiarubber Factor High Court Pet July 25 Ord July 31

WALTON, JOHN HENRY, Colville rd, Sparbrook, Butcher's Manager Birmingham Pet July 31 Ord Aug 2
WARDLE, JOHN, Leicester, Boot Manufacturer Leicester Pet July 12 Ord July 29
WELLS, SHADRACH, Durham, Aerated Water Manufacturer Durham Pet July 26 Ord July 31
WHALES, GEORGE NATHANIEL HENRY, and CHARLES JOHN SMITH, Snow hill, Printers High Court Pet June 24 Ord July 29
WILKIN, ROBERT JAMES, Darlington, Baker, Stockton on Tees and Middlesborough Pet July 29 Ord July 29
WRIGHT, ROBERT, Eastgate, Peterborough, Builder Peterborough Pet July 17 Ord July 31

ADJUDICATION ANNULLED.

ROSE, GEORGE, The Warley Arms, Great Warley, Essex, Licensed Victualler Chelmsford Adjud Dec 6 Annul June 5

London Gazette—TUESDAY, Aug 8.

RECEIVING ORDERS.

ALEXANDER, JOHN, Old Kent rd, Grocer High Court Pet Aug 3 Ord Aug 3
ARCHER, EMILY, Dorset rd, Clapham rd, Brewer High Court Pet Aug 4 Ord Aug 4
ASHFORD, ALBERT WILLIAM WRIGHT, Abingdon, Berkshire Artificial Teeth Manufacturer Oxford Pet Aug 1 Ord Aug 1
BARKER, JAMES, Weobley, Herefordshire, Blacksmith Leominster Pet Aug 4 Ord Aug 4
BURGOYNE, JOHN, Hereford, Fish Dealer Hereford Pet Aug 1 Ord Aug 1
CARTER, JOSEPH, Bowling, Bradford, Woollen Warehouseman Bradford Pet Aug 4 Ord Aug 4
CHIBNALL, ARTHUR EDWARD, Claremont rd, Highgate, Traveller High Court Pet Aug 4 Ord Aug 4
COX, JOHN THOMAS, Leicester, Boot Sewer Leicester Pet Aug 3 Ord Aug 5
DICK, CHARLES GEORGE CORSFORD, Dover st, Piccadilly High Court Pet July 19 Ord Aug 4
EASTBURN, SIMEON, Bowling, Bradford, Painter Bradford Pet Aug 4 Ord Aug 4
EVANS, JAMES, and THOMAS DAVIES, Swansea, Tailors Swansea Pet Aug 3 Ord Aug 3
FRENCH, EDWIN, and WILLIAM ROSS, Colt's yard, Old Ford, Job Masters High Court Pet July 22 Ord Aug 4
FRODSHAM, HENRY HERBERT, Bedford, Watchmaker Bedford Pet July 22 Ord Aug 2
GANNON, JOHN, Farnworth, Lancashire, Tailor Bolton Pet Aug 4 Ord Aug 4
HASLETT, D, Golden sq, Goldsmith High Court Pet July 17 Ord Aug 4
HILL, HENRY, Piccadilly-place, Licensed Victualler High Court Pet Aug 4 Ord Aug 4
HILLIER, WILLIAM ISAAC, Sheffield, Clerk in Holy Orders Sheffield Pet June 22 Ord Aug 3
HODGKINSON, FRANK, Columbia, Hendon, no occupation Barnet Pet Aug 3 Ord Aug 3
HOLMES, SIMEON O, Caledonian rd, King's Cross, Coal Merchant High Court Pet July 10 Ord Aug 4
HOOKER, JOHN, Sheffield, nr Walsall, Grocer's Assistant Walsall Pet Aug 2 Ord Aug 2
JACKSON, GEORGE, Hafodywern Farm, nr Wrexham, Farmer Wrexham Pet Aug 3 Ord Aug 3
MEARS, J E, Lewes, Sussex, Racehorse Owner Lewes and Eastbourne Pet June 23 Ord Aug 4
NICHOLS, JOSEPH ARTHUR, Fairmead rd, Holloway, Engineer High Court Pet July 3 Ord Aug 2
SPIELMANN, PAUL, Winchester, Confectioner Winchester Pet Aug 3 Ord Aug 3
SUMNER, MATTHEW HENRY, Forest Gate, Essex High Court Pet May 1 Ord June 1
TEW, WILLIAM, Lutterworth, Leicestershire, Butcher Leicester Pet Aug 1 Ord Aug 1
VINCE, JAMES, Huddersfield, Nurseryman Huddersfield Pet Aug 3 Ord Aug 3
WETHERALL, H A, Piccadilly, Club Proprietor High Court Pet July 17 Ord Aug 3
WHITE, THOMAS BROWN, Durham, Pork Butcher Durham Pet Aug 3 Ord Aug 3
WILSON, W, Richmond, Surrey, Builder Wandsworth Pet July 5 Ord Aug 3

FIRST MEETINGS.

ANDREWS, JOHN, Durham, Innkeeper Aug 16 at 11.30 Off Rec, Pink lane, Newcastle on Tyne
BRIGG, JOHN, Bingley, Yorks, Contractor Aug 17 at 11 Off Rec, 31, Manor row, Bradford
BROWN, J L, Carlisle, Cattle Dealer Aug 15 at 2.30 12, Lonsdale st, Carlisle
CARVELL, WILLIAM, Leamington, Tailor Aug 15 at 11.15 Off Rec, 17, Hertford st, Coventry
COOK, EDWARD, Lowestoft, late Smack Owner Aug 15 at 3.30 Off Rec, 8, King st, Norwich
COX, JOHN THOMAS, Leicester, Boot Sewer Aug 18 at 12.30 Off Rec, 34, Friar lane, Leicester
DAVIES, DAVID, Abercarn, Mon, General Dealer Aug 15 at 12.30 Off Rec, Gloucester Bank chambers, Newport, Mon
FORD, T, New Swindon, Wilts, Baker Aug 18 at 12 Off Rec, 32, High st, Swindon
GANNON, JOHN, Farnworth, Lancs, Tailor Aug 15 at 10.30 16, Wood st, Bolton
GILL, WILLIAM, Cardiff, Commission Agent Aug 17 at 11 Off Rec, 29, Queen st, Cardiff
GODWIN, ROBERT CHARLES RUMSEY, Mere, Wilts, Clerk Aug 15 at 12.30 Off Rec, Salisbury
HOFFGAARD, JOHANNES FEYDENDAHL, Manchester, Produce Dealer Aug 16 at 3 Ogden's chmbrs, Bridge st, Manchester
HOOKER, JOHN, Shelfield, nr Walsall, Grocer's Assistant Aug 17 at 11.30 Off Rec, Walsall
MCGINTY, JAMES, Barrow in Furness, Labourer Aug 18 at 10.30 Off Rec, 16, Cornwallis st, Barrow in Furness
MERRIMAN, ALBERT VICTOR, Kidderminster Jeweller Aug 11 at 10.30 Miller Corbet, Solicitor, Kidderminster
MITCHELL, CALEB, Birmingham, Draper Aug 17 at 12 23, Colmore row, Birmingham
PARKER, JOHN, Flegg Burgh, Norfolk, Farmer Aug 15 at 4 Off Rec, 8, King st, Norwich
PEEL, THOMAS (dec), Liscard, Cheshire, Wholesale Paper Hangings Factor Aug 17 at 3 Off Rec, 35, Victoria st, Liverpool
PENROSE, J D, & SONS, Eldon st, Flour Merchants Aug 15 at 2.30 Bankruptcy bldgs, Carey st
PROTHERO, JOHN REECE, Monmouth, Baker Aug 15 at 1 Off Rec, Gloucester Bank chmbrs, Newport, Mon
RAWSON, JAMES, Barrow in Furness, Painter Aug 18 at 11 Off Rec, 16, Cornwallis st, Barrow in Furness
REDGATE, EDWARD, Walsall, Bridle Cutter Aug 17 at 11 Off Rec, Walsall
RHEAD, JOSEPH, Fenton, Staffs, Farmer Aug 17 at 12 Off Rec, Newcastle under Lyme
ROBINSON, WILLIAM, Carlisle, Grocer Aug 15 at 3 12, Lonsdale st, Carlisle
SALT, GEORGE, Penkhull, Stoke upon Trent, Licensed Victualler Aug 17 at 11.15 Off Rec, Newcastle under Lyme
SCOTNEY, WILLIAM, Leicester, Licensed Victualler Aug 16 at 12.30 Off Rec, 34, Friar lane, Leicester
STEAD, EPHRAIM, Bradford, Woolsorter Aug 17 at 11.30 Off Rec, 31, Manor row, Bradford
SUTHERLAND, ANDREW JOHN, Queen st, Cheapside, Auctioneer Aug 17 at 2.30 Bankruptcy buildings, Carey st
TEW, WILLIAM, Lutterworth, Leics, Butcher Aug 17 at 12.30 Off Rec, 34, Friar lane, Leicester
THOMAS, JOHN SPENCER, Chaucer rd, East Brixton, Fruit Broker Aug 16 at 12 Bankruptcy bldgs, Carey st
THOMAS, RICHARD DAVOG, St. David's, Pembs, Grocer Aug 15 at 3 Off Rec, 11, Quay st, Carmarthen
TOOP, EDWIN AUGUSTINE, Tokenhouse bldgs, Mortgage Broker Aug 17 at 12 Bankruptcy bldgs, Carey st
TOOTELL, THOMAS, Nottingham, Assurance Agent Aug 15 at 12 Off Rec, St Peter's Church walk, Nottingham
VINCE, JAMES, Huddersfield, Nurseryman Aug 16 at 3 Off Rec, 6, Queen st, Huddersfield
WALKER, SAMUEL, Birmingham, Percussion Cap Box Manufacturer Aug 17 at 11 23, Colmore row, Birmingham
WELLS, SHADRACH, Gilesgate Moor, nr Durham, Aerated Water Manufacturer Aug 15 at 5 Three Tuns Hotel, Durham
WHITE, HUGH, Rochdale, Solicitor Aug 15 at 11.15 Townhall, Rochdale
WILLEY, GEORGE, Leicester, Fruit Salesman Aug 16 at 3 Off Rec, 34, Friar lane, Leicester
WILLETTS, GEORGE, Stourport, Worcs, formerly Brewer Aug 16 at 11.15 Miller Corbet, Solicitor, Kidderminster
WILLIAMS, ALFRED SPENCER, Llanrhaiadr yn Mochnant, Denbighshire, Chemist Aug 16 at 1 Off Rec, Llanidloes
WILLIAMS, JOHN, Cardiff, Ironmonger Aug 16 at 11 Off Rec, 29, Queen st, Cardiff

ADJUDICATIONS.

ALEXANDER, JOHN, Old Kent rd, Grocer High Court Pet Aug 3 Ord Aug 3
BANKS, GEORGE, Manchester, Slate Merchant Manchester Pet July 1 Ord July 19
BARKER, JAMES, Weobly, Herefordshire, Blacksmith Leominster Pet Aug 3 Ord Aug 4
BROWN, J L, Carlisle, Cattle Dealer Carlisle Pet July 15 Ord Aug 4
CARTER, EDWIN NATHANIEL, Montpelier rd, Peckham, Surveyor High Court Pet July 11 Ord Aug 4
CARTER, JOSEPH, Bowling, Bradford, Woollen Warehouseman Bradford Pet Aug 3 Ord Aug 4
CHIBNALL, ARTHUR EDWARD, Claremont rd, Highgate, Middlesex, Traveller High Court Pet Aug 4 Ord Aug 4
CLEMENT, SAMUEL, Bow rd, Coffee house Keeper High Court Pet Aug 1 Ord Aug 4
EASTBURN, SIMEON, Bowling, Bradford, Painter Bradford Pet Aug 3 Ord Aug 4
EDWARD, JAMES LOW, Belvedere rd, Lambeth, Commercial Traveller High Court Pet July 10 Ord Aug 3
ELGOOD, ERNEST CRAWSHAW, Lloyd's, London, Member of Lloyd's High Court Pet June 12 Ord Aug 3
EVANS, JAMES, and THOMAS DAVIES, Swansea, Tailors Swansea Pet Aug 3 Ord Aug 3
GANNON, JOHN, Farnworth, Lancashire, Tailor Bolton Pet Aug 4 Ord Aug 4
GLADSTONE, JAMES, Addington, Surrey, Farmer Croydon Pet July 7 Ord Aug 3
HALLETT, JAMES ALFRED, WILLIAM CHARLES HALLETT, and MILFORD HALLETT, St Martin's place, Trafalgar sq, Bankers High Court Pet May 12 Ord Aug 3
HAMMON, JOHN WILLIAM, Eastcheap, Merchant High Court Pet June 15 Ord Aug 3
HILL, HENRY, Piccadilly place, out of business High Court Pet Aug 4 Ord Aug 4
ISAAC, SAUL, London wall, Gent High Court Pet June 2 Ord Aug 3
JAMES, JOHN, Moorgate st, Mining Engineer High Court Pet June 12 Ord Aug 4
ROBERTS, JOSHUA, Cefn, nr Ruabon, Denbighshire, Grocer Wrexham Pet June 23 Ord Aug 3
ROGERS, THOMAS, Dilwyn, Herefordshire, Farmer Leominster Pet June 28 Ord Aug 3
ROWLAND, JOHN RICHARDS, Leyton, Essex, Accountant High Court Pet July 18 Ord Aug 3
SNELL, ROBERT CHARLES, Pinner's court, Old Broad st, Stock Dealer High Court Pet June 29 Ord Aug 4
SPIELMANN, PAUL, Winchester, Confectioner Winchester Pet Aug 3 Ord Aug 3
TEW, WILLIAM, Lutterworth, Leics, Butcher Leicester Pet Aug 3 Ord Aug 3
THOMAS, JOHN SPENCER, Chaucer rd, East Brixton, Fruit Broker High Court Pet July 27 Ord Aug 3
TOMLINSON, THOMAS, Uttoxeter, Wheelwright Burton on Trent Pet July 24 Ord July 29
VINCE, JAMES, Huddersfield, Nurseryman Huddersfield Pet Aug 3 Ord Aug 3
WEBB, EMILY, and LOUIS WEBB, Putney, Surrey, Tobacconists Eastbourne and Lewes Pet June 19 Ord Aug 4
WILLIAMS, ALFRED SPENCER, Llanrhaiadr yn Mochnant, Denbighshire, Chemist Newtown Pet July 29 Ord Aug 3

SALES OF ENSUING WEEK.

Aug. 14.—Messrs. BAKER & SONS, in a Marquee on the Estate, at 2 for 2.30 p.m., Plots of Freehold Building Land (see advertisement, July 29th, p. 4).

ate,
Ord
High
ford
reial
r of
llow
lton
rdon
and
sq.
High
High
ane
Court
roser
Leo-
tant
ed st,
g 4
nester
ester
Fruit
on en
nfield
phen-
Ord
nant,
Ord
n the
ilding
TY,
rsonal
and
Arms-
RS.
of the
ms.
Town
owns.
ON.
Y,
TABLE

V3741

AUG 12 18